



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, May 24, 2016 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 10, 2016.
2. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Ruth E. Nilsen-Graham for a Wine Festival to be held at Triangle T Guest Ranch, 4190 Dragoon Road, Dragoon, 85609 on July 30 and 31, 2016.
3. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Rhona MacMillan for a Wine Festival to be held at Triangle T Ranch located at 4190 Dragoon Road, Dragoon, 85609 on July 30 and 31, 2016.

Community Development

4. Accept petition to alter established County Highway, known as Friend Drive in Naco, and set public hearing day for June 28, 2016 to act on said petition.

County Attorney

5. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-16-2624 in the amount of \$156,580 between the City of Tucson and Cochise County for the period January 1, 2016 through December 31, 2017.

Finance

6. Approve payment of Warrant #87710 dated March 5, 2015 to the Howard G. Buffet Foundation in the amount of \$730.19 that was not received by the payee before the expiration date.
7. Approve demands and budget amendments for operating transfers.

Justice Courts

8. Adopt Resolution 16-16 supporting Justice Court Tohono O-Odham nation grant application.

Workforce Development

9. Approve the appointment of Mr. Bryan Durham to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through June 30, 2018.

PUBLIC HEARINGS

Board of Supervisors

10. Adopt Resolution 16-14 granting a Telecommunications and Fiber Optic Services franchise to Transport Network of AZ, LLC.

ACTION

Board of Supervisors

11. Approve an Intergovernmental Agreement (IGA) and By-Laws Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable Economic Growth.
12. Approve a Memorandum of Understanding (MOU) between Cochise County and the City of Sierra Vista to support the development of a Regional Joint Communications Center.

Community Development

13. Adopt Resolution 16-15 to abandon the Foremost Amended Subdivision Plat and the Assurance Agreement per the request of the property owner Mr. Nuri Muhammad.

Facilities

14. Approve Memorandum of Agreement (MOA) DTFAWM-15-L-00126 to cooperate in the establishment, operation, and maintenance of systems for air traffic control at the Bisbee Douglas International Airport and Lease Agreement No. DTFAWN-16-L-00108 for Rack and Antenna Space beginning October 1, 2015 through September 30, 2035.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Regular Board of Supervisors Meeting**Meeting Date:** 05/24/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of May 10, 2016.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**WarrantsMinutes

Cochise Co. Demands 5.10.16

| | | | | | | | |
|-------|------------|--|--------------|-------|------------|---|-------------|
| 98156 | 04/20/2016 | CenturyLink | \$7,531.86 | 98232 | 04/21/2016 | Northern Cochise Community Hospital, Inc. | \$16.52 |
| 98157 | 04/20/2016 | CenturyLink | \$2,520.00 | 98233 | 04/21/2016 | Nyander, Penny Sue | \$275.00 |
| 98158 | 04/20/2016 | CenturyLink | \$65.98 | 98234 | 04/21/2016 | O'Rielly Chevrolet, Inc. | \$1,140.35 |
| 98159 | 04/20/2016 | CenturyLink | \$70.59 | 98235 | 04/21/2016 | Office of Vital Records | \$6,160.00 |
| 98160 | 04/20/2016 | Sprint | \$67.82 | 98236 | 04/21/2016 | Panayiotis A. Ellinas, MD MPH | \$625.00 |
| 98161 | 04/20/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$833.25 | 98237 | 04/21/2016 | Personnel Evaluation Inc. | \$40.00 |
| 98162 | 04/20/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$893.06 | 98238 | 04/21/2016 | Prisoner Trans Services America LLC (PTS) | \$2,395.80 |
| 98163 | 04/20/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$1,251.15 | 98239 | 04/21/2016 | ProForce Law Enforcement | \$15,703.22 |
| 98164 | 04/20/2016 | Valley Telephone Cooperative, Inc. | \$293.85 | 98240 | 04/21/2016 | Prudential Overall Supply | \$101.42 |
| 98165 | 04/21/2016 | Adams, William | \$100.00 | 98241 | 04/21/2016 | Prudential Overall Supply | \$726.61 |
| 98166 | 04/21/2016 | Air-Nem Tower Service, Inc. | \$6,070.00 | 98242 | 04/21/2016 | Recorded Books, LLC | \$256.04 |
| 98167 | 04/21/2016 | Alphagraphics | \$34.04 | 98243 | 04/21/2016 | Reinhart, Lowenid B | \$84.78 |
| 98168 | 04/21/2016 | Arizona Daily Star (The) | \$375.58 | 98244 | 04/21/2016 | Ron Turley Associates, Inc. | \$992.63 |
| 98169 | 04/21/2016 | Arizona Department of Corrections - Douglas | \$877.25 | 98245 | 04/21/2016 | Ross, Ramiro | \$30.89 |
| 98170 | 04/21/2016 | Arizona Dept of Corrections ASPC-Tucson | \$144.00 | 98246 | 04/21/2016 | Rothrock Investigations, LLC | \$3,322.36 |
| 98171 | 04/21/2016 | Arizona Public Service (APS) | \$783.11 | 98247 | 04/21/2016 | Safelite Autoglass Corp. | \$549.92 |
| 98172 | 04/21/2016 | Arizona State Hospital | \$2,940.66 | 98248 | 04/21/2016 | Sanchez, Juan W | \$200.00 |
| 98173 | 04/21/2016 | Arizona State Prison Complex - Fort Grant | \$176.25 | 98249 | 04/21/2016 | Schindler Elevator Corporation | \$1,761.05 |
| 98174 | 04/21/2016 | Arizona State Prison Complex - Fort Grant | \$84.25 | 98250 | 04/21/2016 | Schlesinger, Aaron | \$308.80 |
| 98175 | 04/21/2016 | Arizona Water Company | \$6,162.41 | 98251 | 04/21/2016 | Schwaab, Inc. | \$114.94 |
| 98176 | 04/21/2016 | Atmosphere Commercial Interiors, LLC | \$108.13 | 98252 | 04/21/2016 | Securus Technologies, Inc | \$2,479.49 |
| 98177 | 04/21/2016 | Baker & Taylor, Inc. | \$654.03 | 98253 | 04/21/2016 | Senergy Petroleum LLC | \$2,390.17 |
| 98178 | 04/21/2016 | Banas, Pamela | \$61.60 | 98254 | 04/21/2016 | Senergy Petroleum LLC | \$6,392.61 |
| 98179 | 04/21/2016 | Banning Creek Enterprises, LLC | \$7,221.20 | 98255 | 04/21/2016 | Service Solutions Group | \$446.88 |
| 98180 | 04/21/2016 | Barnett's Towing & Oxygen LLC | \$150.00 | 98256 | 04/21/2016 | SHI International Corp. | \$106.10 |
| 98181 | 04/21/2016 | Batelli Enterprises, Inc. | \$150.00 | 98257 | 04/21/2016 | Southwest Disposal LC | \$90.29 |
| 98182 | 04/21/2016 | Benson, City of | \$291.34 | 98258 | 04/21/2016 | Southwest Gas Corporation | \$11,915.15 |
| 98183 | 04/21/2016 | BI Incorporated | \$832.32 | 98259 | 04/21/2016 | Sparkletts | \$11.84 |
| 98184 | 04/21/2016 | Bob Barker Company, Inc. | \$273.48 | 98260 | 04/21/2016 | Stanley, Norman | \$200.00 |
| 98185 | 04/21/2016 | Bradley R. Johnson, MD, PLLC | \$562.50 | 98261 | 04/21/2016 | Stericycle Inc. | \$3,463.51 |
| 98186 | 04/21/2016 | Brown & White Inc | \$5,780.18 | 98262 | 04/21/2016 | Stronghold Signs, Inc. | \$6,296.85 |
| 98187 | 04/21/2016 | Cardinal Health Inc. | \$939.11 | 98263 | 04/21/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$25,670.80 |
| 98188 | 04/21/2016 | CEMEX Construction Materials South, LLC | \$4,595.83 | 98264 | 04/21/2016 | The Bisbee Observer LLC | \$242.92 |
| 98189 | 04/21/2016 | CenturyLink | \$140.10 | 98265 | 04/21/2016 | Thomson West | \$3,355.97 |
| 98190 | 04/21/2016 | CenturyLink | \$35.99 | 98266 | 04/21/2016 | Thomson West | \$1,114.36 |
| 98191 | 04/21/2016 | CenturyLink | \$72.25 | 98267 | 04/21/2016 | Thomson West | \$1,958.42 |
| 98192 | 04/21/2016 | Charm-Tex | \$3,899.00 | 98268 | 04/21/2016 | True West Publishing, Inc | \$1,441.50 |
| 98193 | 04/21/2016 | Cooke, Stephen R. | \$195.00 | 98269 | 04/21/2016 | Tucson Orthopaedic Institute PC | \$35.33 |
| 98194 | 04/21/2016 | Cornerstone Environmental Group, LLC | \$9,899.55 | 98270 | 04/21/2016 | Tucson Tallow Co., Inc. | \$375.00 |
| 98195 | 04/21/2016 | CRM of America LLC | \$9,410.19 | 98271 | 04/21/2016 | U.S. Healthworks Medical Group of AZ, PC | \$507.00 |
| 98196 | 04/21/2016 | Crowell, Patricia | \$58.32 | 98272 | 04/21/2016 | UniFirst Corporation | \$264.92 |
| 98197 | 04/21/2016 | Culligan of Tucson | \$30.27 | 98273 | 04/21/2016 | United Fire Equipment Co | \$1,701.96 |
| 98198 | 04/21/2016 | Culligan of Tucson | \$147.02 | 98274 | 04/21/2016 | Valley Telephone Cooperative, Inc. | \$107.27 |
| 98199 | 04/21/2016 | DataBank IMX LLC | \$88.36 | 98275 | 04/21/2016 | Valley Telephone Cooperative, Inc. | \$195.01 |
| 98200 | 04/21/2016 | DataBank IMX LLC | \$655.36 | 98276 | 04/21/2016 | VCA Apache Animal Hospital | \$679.72 |
| 98201 | 04/21/2016 | DataBank IMX LLC | \$1,788.10 | 98277 | 04/21/2016 | Vision Business Products | \$116.26 |
| 98202 | 04/21/2016 | DataBank IMX LLC | \$1,685.00 | 98278 | 04/21/2016 | Waterfall,Economidis,Caldwell,Hanshaw& Villamana PC | \$1,500.00 |
| 98203 | 04/21/2016 | Deluxe Business Forms | \$53.21 | 98279 | 04/21/2016 | Watson Chevrolet Inc | \$2,650.31 |
| 98204 | 04/21/2016 | Demco Inc. | \$135.41 | 98280 | 04/21/2016 | Waxie Sanitary Supply | \$1,189.46 |
| 98205 | 04/21/2016 | Deneke, Buffy | \$633.40 | 98281 | 04/21/2016 | Western Emulsion, Inc | \$51,401.99 |
| 98206 | 04/21/2016 | Douglas Police Department | \$3,047.65 | 98282 | 04/21/2016 | Westlawn Chapel & Mortuary | \$1,000.00 |
| 98207 | 04/21/2016 | Durham Communication | \$1,421.72 | 98283 | 04/21/2016 | Wick Communications | \$884.64 |
| 98208 | 04/21/2016 | Fisher Sand & Gravel | \$169,355.76 | 98284 | 04/21/2016 | Willcox Auto Parts Inc. | \$1,320.75 |
| 98209 | 04/21/2016 | Fisher Sand & Gravel | \$127,320.00 | 98285 | 04/21/2016 | WR Ryan Company | \$4,445.35 |
| 98210 | 04/21/2016 | Gale Group | \$22.79 | 98286 | 04/21/2016 | Arizona Department of Environmental Quality | \$600.00 |
| 98211 | 04/21/2016 | Garrett Metal Detectors | \$239.97 | 98287 | 04/21/2016 | Arizona Department of Environmental Quality | \$600.00 |
| 98212 | 04/21/2016 | Geodesy | \$11,200.00 | 98288 | 04/21/2016 | Cochise County Finance Revolving Fund | \$510.00 |
| 98213 | 04/21/2016 | George Medina - George's Upholstery | \$65.34 | 98289 | 04/21/2016 | Cochise County Justice Court #3 | \$15.32 |
| 98214 | 04/21/2016 | GM Propane | \$1,485.40 | 98290 | 04/21/2016 | Cochise County Treasurer | \$1,779.51 |
| 98215 | 04/21/2016 | Granite Construction Company | \$4,421.68 | 98291 | 04/21/2016 | Colvin, Brad | \$68.00 |
| 98216 | 04/21/2016 | H5 Productions, Inc. | \$97,639.60 | 98292 | 04/21/2016 | Corey, Karen R. MS | \$270.00 |
| 98217 | 04/21/2016 | Interstate Battery | \$119.92 | 98293 | 04/21/2016 | National Date Stamp Corporation | \$341.50 |
| 98218 | 04/21/2016 | JWS Web Design LLC | \$500.00 | 98294 | 04/21/2016 | Pitney Bowes Reserve Account | \$10,000.00 |
| 98219 | 04/21/2016 | Keefe Supply Company | \$1,694.26 | 98295 | 04/21/2016 | Searle, Richard | \$616.68 |
| 98220 | 04/21/2016 | Law Office of Joan M Sacramento | \$350.00 | 98296 | 04/21/2016 | Target | \$33.61 |
| 98221 | 04/21/2016 | Long, Jerrod D. DDS | \$1,180.00 | 98297 | 04/21/2016 | Tombstone Unified School District #1 | \$477.98 |
| 98222 | 04/21/2016 | Los Angeles News Group | \$2,086.00 | 98298 | 04/21/2016 | US Postal Service | \$6,000.00 |
| 98223 | 04/21/2016 | Madden Preprint Media | \$268.00 | 98299 | 04/21/2016 | Acuna, Gloria | \$469.53 |
| 98224 | 04/21/2016 | Medical Diagnostic Imaging Group | \$50.88 | 98300 | 04/21/2016 | Aparicio, Letty | \$54.00 |
| 98225 | 04/21/2016 | Merle's Automotive Supply, Inc. | \$1,338.20 | 98301 | 04/21/2016 | Arzaga, Kelsey | \$43.20 |
| 98226 | 04/21/2016 | Morgan, J Michael, PhD PC | \$1,180.00 | 98302 | 04/21/2016 | Berry, Trudy | \$138.78 |
| 98227 | 04/21/2016 | Morgan, J Michael, PhD PC | \$1,180.00 | 98303 | 04/21/2016 | Cazares, Jeanette | \$54.00 |
| 98228 | 04/21/2016 | Morgan, J Michael, PhD PC | \$295.00 | 98304 | 04/21/2016 | Cooper, Renee | \$179.54 |
| 98229 | 04/21/2016 | Mundt, Lester E. | \$49.68 | 98305 | 04/21/2016 | Flannigan, Ana | \$179.28 |
| 98230 | 04/21/2016 | National Association of Local Boards of Health | \$300.00 | 98306 | 04/21/2016 | Godfrey, Marilyn | \$210.60 |
| 98231 | 04/21/2016 | NCS Pearson, Inc. | \$225.00 | 98307 | 04/21/2016 | Honorable Karl D Elledge | \$36.88 |

| | | | | | | | |
|-------|------------|---|-------------|-------|------------|--|-------------|
| 98308 | 04/21/2016 | Pones, Rochelle | \$268.92 | 98386 | 04/28/2016 | Goodwill Industries of Southern Arizona, Inc | \$17.96 |
| 98309 | 04/21/2016 | Romero, Tracey | \$60.05 | 98387 | 04/28/2016 | Griffith, David B. Esq. | \$26,900.00 |
| 98310 | 04/21/2016 | Swartz, LaRae | \$232.20 | 98388 | 04/28/2016 | H&H Treatment Programs, LLC | \$1,050.00 |
| 98311 | 04/21/2016 | Valenzuela, Esther | \$112.05 | 98389 | 04/28/2016 | Integrity Security Solutions, Inc. | \$750.00 |
| 98312 | 04/27/2016 | A-L Financial Corp | \$202.52 | 98390 | 04/28/2016 | Jackson, Noble | \$235.00 |
| 98313 | 04/27/2016 | Internal Revenue Service | \$87.95 | 98391 | 04/28/2016 | Jacobs Walton, Jane H. | \$500.00 |
| 98314 | 04/27/2016 | U.S. Department of Education | \$164.25 | 98392 | 04/28/2016 | JWS Web Design LLC | \$500.00 |
| 98315 | 04/27/2016 | Arizona Public Service (APS) | \$1,705.37 | 98393 | 04/28/2016 | Keefe Supply Company | \$1,802.66 |
| 98316 | 04/27/2016 | Arizona Public Service (APS) | \$9,547.83 | 98394 | 04/28/2016 | Kelly, Peter A. | \$12,335.38 |
| 98317 | 04/27/2016 | Arizona Public Service (APS) | \$1,174.98 | 98395 | 04/28/2016 | Kuttner, Barbara L | \$11.23 |
| 98318 | 04/27/2016 | Arizona Water Company | \$2,069.67 | 98396 | 04/28/2016 | Law Office of Joan M Sacramento | \$5,300.00 |
| 98319 | 04/27/2016 | Bella Vista Water Company-Liberty Water | \$951.34 | 98397 | 04/28/2016 | Law Offices of Ruben Teran S. | \$2,331.30 |
| 98320 | 04/27/2016 | Benson, City of | \$433.32 | 98398 | 04/28/2016 | Legend Technical Services, Inc. | \$146.00 |
| 98321 | 04/27/2016 | CenturyLink | \$131.74 | 98399 | 04/28/2016 | Levitt, Harriette P. | \$813.45 |
| 98322 | 04/27/2016 | CenturyLink | \$1,826.22 | 98400 | 04/28/2016 | Lowell A. Jensen, PLC | \$3,600.00 |
| 98323 | 04/27/2016 | Southwest Gas Corporation | \$139.75 | 98401 | 04/28/2016 | Matchett Law | \$200.00 |
| 98324 | 04/27/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$702.07 | 98402 | 04/28/2016 | McEachern, Janelle Esq | \$1,150.00 |
| 98325 | 04/27/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$451.02 | 98403 | 04/28/2016 | McGowan, Mark J. | \$8,000.00 |
| 98326 | 04/27/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$2,981.05 | 98404 | 04/28/2016 | Merle's Automotive Supply, Inc. | \$913.92 |
| 98327 | 04/27/2016 | Sulphur Springs Valley Electric Coop, Inc. | \$551.15 | 98405 | 04/28/2016 | MGM Associates, Inc. | \$864.80 |
| 98328 | 04/27/2016 | Valley Telephone Cooperative, Inc. | \$1,182.07 | 98406 | 04/28/2016 | Mindful Lactation LLC | \$941.00 |
| 98329 | 04/28/2016 | A Check America | \$73.50 | 98407 | 04/28/2016 | Mundt, Lester E. | \$28.08 |
| 98330 | 04/28/2016 | AED Brands, LLC | \$472.00 | 98408 | 04/28/2016 | Nina L. Caples, P.C. | \$4,389.88 |
| 98331 | 04/28/2016 | Andrew, Kathryn | \$675.50 | 98409 | 04/28/2016 | Nyander, Penny Sue | \$13.80 |
| 98332 | 04/28/2016 | Aqua Life | \$16.50 | 98410 | 04/28/2016 | Nyander, Penny Sue | \$478.80 |
| 98333 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$32.00 | 98411 | 04/28/2016 | O'Rielly Chevrolet, Inc. | \$219.20 |
| 98334 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$81.00 | 98412 | 04/28/2016 | Oakley's Garage & Towing | \$325.00 |
| 98335 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$76.50 | 98413 | 04/28/2016 | Pathlab Inc | \$79.04 |
| 98336 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$76.00 | 98414 | 04/28/2016 | Pengad Inc | \$571.58 |
| 98337 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$207.00 | 98415 | 04/28/2016 | Prudential Overall Supply | \$190.20 |
| 98338 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$234.50 | 98416 | 04/28/2016 | Prudential Overall Supply | \$97.13 |
| 98339 | 04/28/2016 | Arizona Department of Corrections - Douglas | \$36.00 | 98417 | 04/28/2016 | Purcell's Western State Tire Company | \$3,602.61 |
| 98340 | 04/28/2016 | Arizona Justice of the Peace Association | \$100.00 | 98418 | 04/28/2016 | Ralph Malanga, PC | \$172.50 |
| 98341 | 04/28/2016 | Arizona Justice of the Peace Association | \$100.00 | 98419 | 04/28/2016 | Robert J. Zohlmann, Esq. | \$5,266.36 |
| 98342 | 04/28/2016 | Arizona Supreme Court | \$282.10 | 98420 | 04/28/2016 | RWC International, LTD | \$9,076.98 |
| 98343 | 04/28/2016 | Arizona Truck Outfitters | \$2,652.44 | 98421 | 04/28/2016 | Safelite Autoglass Corp. | \$39.95 |
| 98344 | 04/28/2016 | Arizona Waste Oil Service, Inc. | \$1,560.00 | 98422 | 04/28/2016 | Schlesinger, Aaron | \$216.00 |
| 98345 | 04/28/2016 | AVTranz | \$298.00 | 98423 | 04/28/2016 | Senergy Petroleum LLC | \$22,090.45 |
| 98346 | 04/28/2016 | Banas, Pamela | \$330.40 | 98424 | 04/28/2016 | Senergy Petroleum LLC | \$12,699.32 |
| 98347 | 04/28/2016 | Barnett's Towing & Oxygen LLC | \$202.00 | 98425 | 04/28/2016 | SHI International Corp. | \$314.06 |
| 98348 | 04/28/2016 | Batelli Enterprises, Inc. | \$150.00 | 98426 | 04/28/2016 | Sierra Vista NAPA | \$627.06 |
| 98349 | 04/28/2016 | Benson, City of | \$433.42 | 98427 | 04/28/2016 | Sierra Vista NAPA | \$474.63 |
| 98350 | 04/28/2016 | Bisbee, City of (Ambulance) | \$3,618.93 | 98428 | 04/28/2016 | Sierra Vista Police Department | \$3,191.77 |
| 98351 | 04/28/2016 | Bisbee, City of (Ambulance) | \$1,979.39 | 98429 | 04/28/2016 | Smith Jr, Thomas L | \$90.00 |
| 98352 | 04/28/2016 | Brown, Mark L | \$350.00 | 98430 | 04/28/2016 | Smith, Linda S | \$462.50 |
| 98353 | 04/28/2016 | Canyon Vista Medical Center | \$2,185.68 | 98431 | 04/28/2016 | Smith, Linda S | \$462.50 |
| 98354 | 04/28/2016 | CDW Government | \$7,998.88 | 98432 | 04/28/2016 | Smyth Industries Inc | \$39,986.10 |
| 98355 | 04/28/2016 | CenturyLink | \$34.56 | 98433 | 04/28/2016 | Sparkletts | \$29.59 |
| 98356 | 04/28/2016 | CenturyLink | \$576.48 | 98434 | 04/28/2016 | Sparkletts | \$23.67 |
| 98357 | 04/28/2016 | CenturyLink | \$80.50 | 98435 | 04/28/2016 | Sparkletts | \$29.59 |
| 98358 | 04/28/2016 | CenturyLink | \$32.99 | 98436 | 04/28/2016 | Sparkletts | \$47.34 |
| 98359 | 04/28/2016 | Chiricahua Community Health Centers, Inc. | \$25.00 | 98437 | 04/28/2016 | Sparkletts | \$38.97 |
| 98360 | 04/28/2016 | Cochise Lock & Safe | \$35.38 | 98438 | 04/28/2016 | Spillman Technologies, Inc. | \$18,274.00 |
| 98361 | 04/28/2016 | Cochise Private Industry Council, Inc. | \$94,787.00 | 98439 | 04/28/2016 | Stericycle Inc. | \$988.41 |
| 98362 | 04/28/2016 | Contract Pharmacy Services, Inc. | \$8,091.24 | 98440 | 04/28/2016 | The Bisbee Observer LLC | \$307.76 |
| 98363 | 04/28/2016 | Cooke, Stephen R. | \$180.00 | 98441 | 04/28/2016 | The Bisbee Observer LLC | \$303.12 |
| 98364 | 04/28/2016 | Copper Queen Community Hospital | \$9,629.08 | 98442 | 04/28/2016 | The Law Office of Erica Cornejo, PLLC | \$7,700.00 |
| 98365 | 04/28/2016 | Copper Queen Community Hospital | \$45.00 | 98443 | 04/28/2016 | The Law Office of Robert Hicks, PLLC | \$200.00 |
| 98366 | 04/28/2016 | Courtesy Chevrolet / GMAC | \$34,640.98 | 98444 | 04/28/2016 | The Manch Law Firm, P.L.L.C. | \$1,874.70 |
| 98367 | 04/28/2016 | Creative Communications Sales & Rentals, Inc. | \$1,241.26 | 98445 | 04/28/2016 | Thorn Law Office | \$7,034.17 |
| 98368 | 04/28/2016 | CRM of America LLC | \$4,970.51 | 98446 | 04/28/2016 | Titan Machinery Inc. | \$285.01 |
| 98369 | 04/28/2016 | Crowell, Patricia | \$30.78 | 98447 | 04/28/2016 | Tombstone Unified School District #1 | \$80.00 |
| 98370 | 04/28/2016 | Deneke, Buffy | \$14.00 | 98448 | 04/28/2016 | U.S. Healthworks Medical Group of AZ, PC | \$109.00 |
| 98371 | 04/28/2016 | Douglas NAPA | \$1,107.95 | 98449 | 04/28/2016 | UHS of Tucson, LLC dba Palo Verde | |
| 98372 | 04/28/2016 | Durham Communication | \$3,175.81 | | | Behavioral Hlth | \$2,700.00 |
| 98373 | 04/28/2016 | Election Systems & Software LLC | \$2,091.34 | 98450 | 04/28/2016 | UniFirst Corporation | \$843.26 |
| 98374 | 04/28/2016 | Ellis Towing LLC | \$232.50 | 98451 | 04/28/2016 | VCA Apache Animal Hospital | \$55.97 |
| 98375 | 04/28/2016 | Emily Danies Attorney at Law LLC | \$3,188.45 | 98452 | 04/28/2016 | Verizon Wireless | \$267.97 |
| 98376 | 04/28/2016 | Empire Southwest LLC | \$6,450.16 | 98453 | 04/28/2016 | Watson Chevrolet Inc | \$730.63 |
| 98377 | 04/28/2016 | FasPsych, LLC | \$3,510.00 | 98454 | 04/28/2016 | West Elsberry Longenbaugh & | |
| 98378 | 04/28/2016 | Fleming, Patricia | \$70.00 | | | Zickerman, PLLC | \$8,671.00 |
| 98379 | 04/28/2016 | Flores, Juan P | \$3,474.12 | 98455 | 04/28/2016 | Wick Communications | \$772.64 |
| 98380 | 04/28/2016 | Flores, Juan P | \$350.00 | 98456 | 04/28/2016 | Wick Communications | \$260.00 |
| 98381 | 04/28/2016 | Freedom Ford Lincoln | \$9,536.12 | 98457 | 04/28/2016 | Wick Communications | \$126.56 |
| 98382 | 04/28/2016 | George Medina - George's Upholstery | \$65.34 | 98458 | 04/28/2016 | Wick Communications | \$10.94 |
| 98383 | 04/28/2016 | Gibson & Barnes | \$820.95 | 98459 | 04/28/2016 | Wick Communications | \$58.12 |
| 98384 | 04/28/2016 | Globetrotter Travel Agency | \$1,376.20 | 98460 | 04/28/2016 | Wick Communications | \$137.50 |
| 98385 | 04/28/2016 | Goodwill Industries of Southern Arizona, Inc | \$184.54 | 98461 | 04/28/2016 | Willcox Auto Parts Inc. | \$315.26 |

| | | | |
|-------|------------|---------------------------------------|-------------|
| 98462 | 04/28/2016 | Willcox Auto Parts Inc. | \$374.51 |
| 98463 | 04/28/2016 | Williams, Nancy N. | \$23.76 |
| 98464 | 04/28/2016 | WR Ryan Company | \$5,665.54 |
| 98465 | 04/28/2016 | Aguilar, Ricardo Palomo | \$25.00 |
| 98466 | 04/28/2016 | Bowie Unified School District #14 | \$8,080.91 |
| 98467 | 04/28/2016 | Bruner, Fred | \$84.03 |
| 98468 | 04/28/2016 | Casteel, Joann | \$84.03 |
| 98469 | 04/28/2016 | Cochise County Sheriff's Department | \$2,221.24 |
| 98470 | 04/28/2016 | Cochise County Treasurer | \$100.00 |
| 98471 | 04/28/2016 | Corey, Karen R. MS | \$47.97 |
| 98472 | 04/28/2016 | Domschot, Peggy V | \$21.01 |
| 98473 | 04/28/2016 | Hernandez, Dany | \$70.20 |
| 98474 | 04/28/2016 | Hu, Lynn | \$104.44 |
| 98475 | 04/28/2016 | Kaplowitz, Stuart A | \$515.00 |
| 98476 | 04/28/2016 | Reed, Elizabeth | \$84.03 |
| 98477 | 04/28/2016 | Reynolds, Warren or Donna | \$84.03 |
| 98478 | 04/28/2016 | Rocha, Mario F. | \$84.03 |
| 98479 | 04/28/2016 | St. David Unified School District #21 | \$17,633.13 |
| 98480 | 04/28/2016 | Tombstone Unified School District #1 | \$15,920.20 |
| 98481 | 04/28/2016 | Valley Union High School | \$10,860.18 |
| 98482 | 04/28/2016 | Willcox Unified School District #13 | \$20,939.52 |
| 98483 | 04/28/2016 | Dizon, Jinrim | \$44.00 |
| 98484 | 04/28/2016 | Falkenberg, Raymond A | \$140.32 |
| 98485 | 04/28/2016 | Germain, Jennifer | \$79.92 |
| 98486 | 04/28/2016 | Hanson, Britt W | \$133.15 |
| 98487 | 04/28/2016 | Honorable Adam Ambrose | \$23.22 |
| 98488 | 04/28/2016 | McCall, Mariclaire | \$38.83 |
| 98489 | 04/28/2016 | Miner, Tom | \$39.96 |
| 98490 | 04/28/2016 | Norris, Kelly L | \$29.16 |
| 98491 | 05/02/2016 | US Postmaster | \$7,000.00 |

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, May 10, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 10, 2016 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Member
Staff: James E. Vlahovich, County Administrator; Edward T. Gilligan, Deputy County
Present: Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk
of the Board

Chairman Searle called the meeting to order at 10:14 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT
THE MEETING**

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 26, 2016.

Community Development

2. Approve an increase in Contract No. IFB 11-48-HFP-04 with Granite Construction for hot and cold mix road material in the not to exceed amount of \$220,000 from \$170,000.
3. Approve an Intergovernmental Agreement (IGA) between the City of Bisbee and the Cochise County Planning and Zoning Department for planning & zoning, subdivision development, and long range planning services.

County Attorney

4. Approve the proposed tax appeal settlement in Klump v. Cochise County, ST2015-000597, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.
5. Approve the proposed tax appeal settlement in JL Associates, LLC v. Cochise County, ST2015-000605, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

County Schools

6. Approve Intergovernmental Agreement (IGA) SABG-GR-16-040116-01 between the Arizona State Office of Youth, Faith, & Family and the Cochise County School Superintendent's Office for substance abuse prevention for the period of April 1, 2016 through September 30, 2016 in the amount of \$20,000.

County Sheriff

7. Approve a grant from the State of Arizona Border Security Trust Fund in the amount of \$219,211.87 to purchase equipment for border security missions.

Court Administration

8. Ratify a proclamation to proclaim May 2, 2016 as Law Day in Cochise County.

Facilities

9. Approve a lease agreement with Northrop Grumman Technology Services, Inc. for vacant property at Bisbee Douglas International (BDI) Airport as illustrated in the attached Exhibit A in the amount of \$1,500/per month during testing periods for a one year period with the option to renew for an additional four years in one year increments.

Finance

10. Approve demands and budget amendments for operating transfers. Warrants Nos. 98315-98510, 98520-98636 were issued in the amount of \$770,007.77.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

| <u>Fund</u> | <u>Vendor</u> | <u>Amount</u> |
|-------------|----------------------------------|---------------|
| 171 | Our Lady of the Mountains | \$17.50 |
| 147 | Tomlinson, Cheryl | 24.00 |
| 131 | Minit Market | 26.49 |
| 211 | The Howard G. Buffett Foundation | 730.19 |
| 100 | Edie, Patricia | 40.66 |
| 100 | Drogsvold, Jason | 700.00 |
| 100 | Smith, Linda | 462.50 |
| 100 | Cortes, Melissa | 30.00 |
| 251 | Benson, City of | 433.32 |

Issued warrants are listed as an attachment at the end of the minutes.

Fleet Services Management

11. Approve the renewal of Contract No. IFB 12-22-HFM-04 for bulk fuel (unleaded and diesel) to Senergy Petroleum, LLC for the Fleet Services Department in the not to exceed amount of \$1,951,463 for the period July 1, 2016 through June 30, 2017.

Health & Social Services

12. Approve a Field Service Agreement between Grand Canyon University and Cochise Health and Social Services (CHSS) for an intern program.
13. Approve contract ADHS16-109191 Amendment 1, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services for the period of 07/01/2016 to 6/30/2017 in the amount of \$627,176.
14. Approve a Memorandum of Understanding (MOU) between COPE Community Services, Inc. Insiders Program and the Cochise Health and Social Services (CHSS) Department effective on date of approval by Board of Supervisors with no specific termination date.

Indigent Defense

15. Approve an award of contract to Cameron Udall, Esq. for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period upon Board approval with four - one year renewal options.
16. Approve an award of contract to Donielle Wright for Indigent Defense Attorney Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period upon Board approval with four - one year renewal options.

Information Technology

17. Approve Logicalis proposal for the purchase of additional Microwave/Network equipment (Switching and Metro Ethernet) needed for completion of the MPLS Network requirement on the Motorola 700 MHz System in the amount of \$150,352.55.

Workforce Development

18. Approve Amendment #4 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.

Vice-Chairman Call moved to approve items 1-18 on the consent agenda. Supervisor English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

19. Adopt Resolution 16-12 designating a portion of Ramsey Canyon Road, # 812, from milepost 0.00 to milepost 1.3, as a Context Sensitive Road.

Ms Karen Riggs, Highway & Floodplain Director, presented this item using a PowerPoint presentation. Ms. Riggs gave the background and said that this request was to designate the outlined area as a context sensitive road. She noted that there were not many roads in the County with this designation due to the criteria that had to be met and said that most of the roads with this designation were close to forest areas. She added that adding this designation to a road did reduce the County's liability.

Chairman Searle opened the public hearing.

No one chose to speak and Chairman Searle closed the public hearing.

Supervisor English moved to adopt Resolution 16-12 designating a portion of Ramsey Canyon Road, # 812, from milepost 0.00 to milepost 1.3, as a Context Sensitive Road. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

ACTION

Board of Supervisors

20. Approve Resolution 16-13 Approving the Purchase of 1728 Paseo San Luis, Sierra Vista to serve as a joint dispatch center in the amount of \$750,000.

Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. Mr. Hanson said that the intention of the building purchase would be to used as a joint dispatch center. He noted that a 45 day period would be allowed from the day of signing to allow the County to perform all inspections necessary. He added that the reason for a resolution was for administrative purposes requested by the escrow agent.

Vice-Chairman Call asked if the 45 days began today.

Mr. Hanson said that the 45 day period had begun on April 12, 2016 when he signed on behalf of the County and Mr. Ruben Miranda, Internal Services Administrator, had immediately begun inspections that same day. He stated that if staff had findings on the inspections the County could back out of the deal and added that clause had been added to the contract that purchase would only occur once the County received funds from a third party.

Mr. Vlahovich said that they were expecting the funds to come in from the third party by the end of the week.

Mr. Miranda said that inspections were started on April 12 and there were no findings.

Chairman Searle asked when the closing date would be.

Mr. Hanson said that the date was flexible, but would be no later than first week in July.

Vice-Chairman Call moved to adopt Resolution 16-13 Approving the Purchase of 1728 Paseo San Luis, Sierra Vista to serve as a joint dispatch center in the amount of \$750,000. Supervisor English seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

Legal Defender

21. Approve an increase to the Legal Defender total salary fund of \$21,500, or \$25,643 including benefits, for the purpose of filling a vacant attorney position for felony case representation.

Mr. Joel Larson, Public Defender, presented this item. Mr. Larson explained that the salary increase was needed to acquire an experienced attorney who would be well equipped to take on the large volume of cases and high stress.

Supervisor English asked what the exact amount needed was.

Mr. Larson said that the \$25,643 would be needed.

Mr. Vlahovich noted that the current compensation plan required Board approval when a department is exceeding their total budget and added that the funds were available to address both the legal defender and public defender's request.

Vice-Chairman Call said that this issue had been covered thoroughly during the public legal services budget work session and the Board was in support.

Supervisor English moved to approve an increase to the Legal Defender total salary fund in the amount of \$25,643 including benefits, for the purpose of filling a vacant attorney position for felony case representation. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

Public Defender

22. Approve an increase to the Public Defender total salary fund of \$46,632, or \$55,618 including benefits, for the purpose of filling a vacant attorney position for felony case representation.

Mr. Mark Suagee, Public Defender, presented this item. Mr. Suagee gave the background and said the situation was the same as Mr. Larson's department. He noted that with case loads increasing both defense offices needed experienced attorneys.

Supervisor English noted that the Board had the responsibility to provide this service.

Vice-Chairman Call moved to approve an increase to the Public Defender total salary fund in the amount of \$55,618 including benefits, for the purpose of filling a vacant attorney position for felony case representation. Supervisor English seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman Searle closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich noted that there were two work sessions on Thursday, one to address water issues at the Bisbee Douglas Airport (BDI) and the second a joint work session with the City of Sierra Vista to discuss the Memorandum of Understanding (MOU) for a joint dispatch center. He added that County Administration had finished budget team meetings and the Board should be done with budget work sessions next week. He also said that the budget work session to go over the entire budget for the upcoming fiscal year would be held on May 23rd.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call deferred his report.

Report by District 2 Supervisor, Ann English

Supervisor English noted that there were two elections in the County on May 17th. She added that she would be attending Douglas Days and encouraged citizens to attend.

Report by District 3 Supervisor, Richard Searle

Chairman Searle said he had attended the Willcox "Old West" days this past weekend and would be attending an Eastern Arizona Counties Organization (ECO) legislative tour this week that would focus on rural county issues.

7.

Chairman Searle adjourned the meeting at 11:45 a.m.

APPROVED:

Richard R. Searle, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Golden Rule Vineyards Wine Festival - July 2016

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Ruth E. Nilsen-Graham for a Wine Festival to be held at Triangle T Guest Ranch, 4190 Dragoon Road, Dragoon, 85609 on July 30 and 31, 2016.

Background:

Ms. Ruth E. Nilsen-Graham has applied for a series 16 (Wine Festival/Wine Fair). The Wine Festival will be located at the Triangle T Guest Ranch, 4190 Dragoon Road, Dragoon, 85609 on July 30 and July 31, 2016 for the annual Garlic Festival. The Sheriff's Office has no recommendation and Planning and Zoning recommend approval of the application and the fee has been paid. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to host the event.

To BOS Staff: Document Disposition/Follow-Up:

Fax and mail completed, signed and approved application with check to ADLLC with decision.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

revd 5/5/16 2:40 pm



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

| | |
|--------------------------|--|
| FOR DLIC USE ONLY | |
| License #: | |
| Date: | |
| Approved by: | |

| |
|---|
| <p align="center">FAIR/FESTIVAL LICENSE APPLICATION</p> <p align="center">A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery</p> <p align="center">A.R.S. §4-203.02 At Special Event</p> |
|---|

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

☐ Wine Fair ☒ Wine Festival ☐ Craft Distillery Fair ☐ Craft Distillery Festival

1. Applicant's Name: RUTH E NILSEN-GRAHAM Contact Phone #: (520) 507-3310

2. Business name: GOLDEN RULE VINEYARDS Liquor license #: 13023032
Farm Winery or Craft Distillery

3. Email: goldenrulevineyards@gmail.com

4. Mailing address: 3525 N Golden Rule Rd Cochise AZ 85606
Street Address City State Zip Code

5. Location of fair/festival: Triangle T, 4190 Dragoon Rd Dragoon Cochise 85609
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

| | Date | Day of Week | Start Time AM/PM | End Time AM/PM |
|----|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| 1. | <u>7/30/2016</u> | <u>Saturday</u> | <u>10:00 AM</u> | <u>5:00 PM</u> |
| 2. | <u>7/31/2016</u> | <u>Sunday</u> | <u>10:00 AM</u> | <u>5:00 PM</u> |
| 3. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 4. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 5. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 6. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 7. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

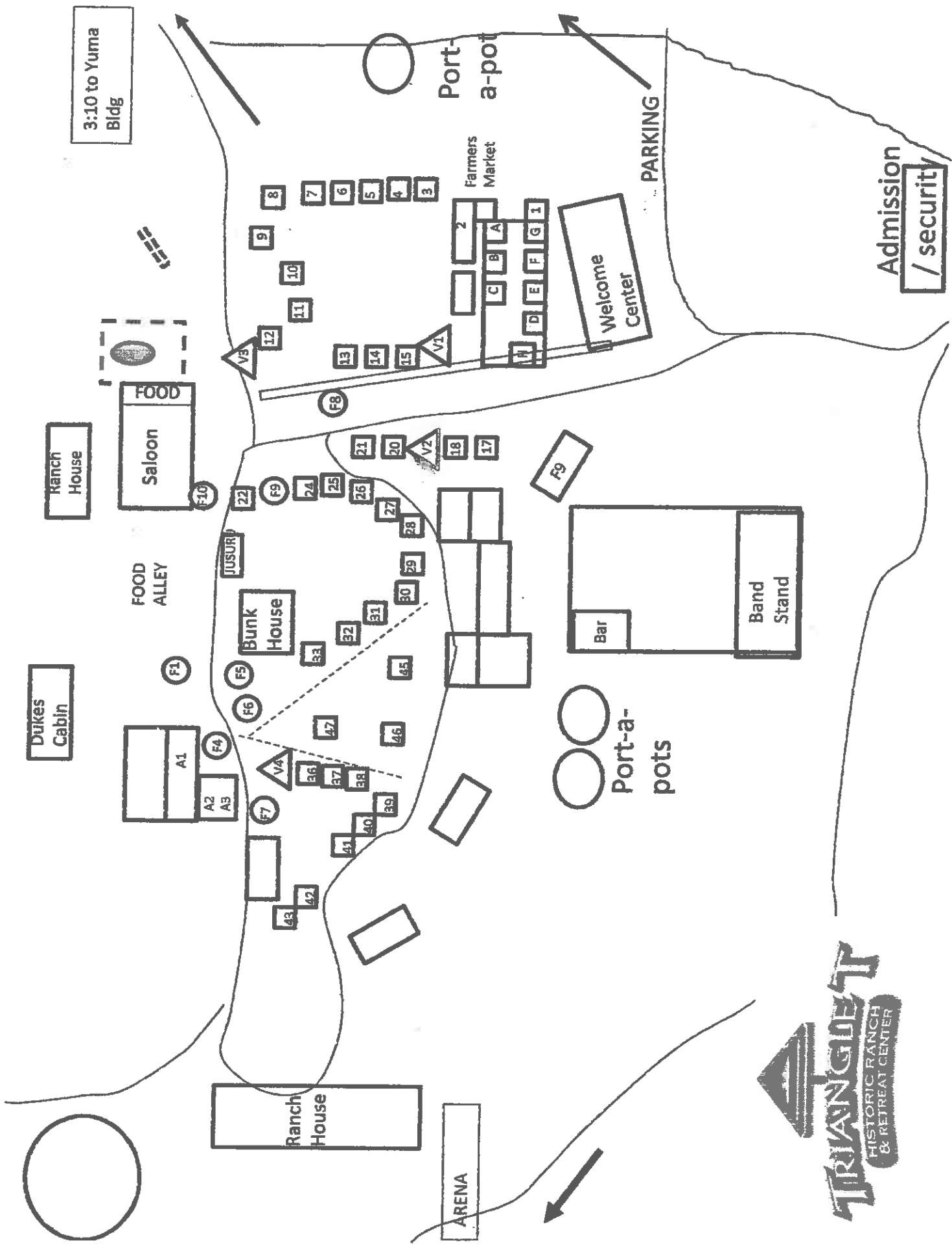
Please attach an additional sheet if necessary

SECTION 3 Site Owner Information:

1. Site owner name: Linda Kelly Daytime Contact Phone #: (520) 586-7533
First Last
2. Site owner mailing address: Triangle T, 4190 Dragoon Rd, Dragoon, AZ 85609
Street address City State Zip Code
3. Email Address: ttgr@earthlink.net

SECTION 4 To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? ☒ Yes ☐ No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1? ☒ Yes ☐ No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 8
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 7
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- # of Police Officers on Site Fencing ☒ Yes ☐ No
- 2 # of Security Personnel on Site Barriers ☐ Yes ☒ No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)
☒ Yes ☐ No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws?
(R19-1-302) ☒ Yes ☐ No



SECTION 6 This section to be completed only by the applicant named in section #1

I, Ruth E. Nilsen-Graham declare that I am the APPLICANT filing this application as listed in
(Print Full Name)

Section 8. I have read the application and the contents and all statements are true, correct and Complete.

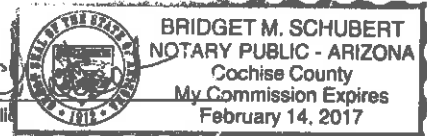
x Ruth Ellen Nilsen-Graham Owner 5/3/16 520 507 1776
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledge before me this 3 May 2016
Day Month Year

State Arizona County of Cochise

My Commission Expires on: Feb 14, 2017
Date

Bridget M Schubert
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

SECTION 7 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Ms. Ruth E. Nilsen-Graham Address: 4190 Dragoon Rd (Triangle T)
Business Name: Golden Rule Vineyards City/Zip: Dragoon, AZ 85609
Liquor License #: 13023032 Parcel #: 208-58-002N
Ownership Type: _____ Liquor License ☐ Special Event Liquor License ☒
Partner(s): _____ Wine Festival

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the location within five years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 5/12/16

Contact phone: 432-9506

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 5/18/16

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- ☐ Restaurant/Hotel-Motel
- ☐ Club/Government
- ☐ Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Ms. Ruth E. Nilsen-Graham Address: 4190 Dragoon Rd (Triangle T)
Business Name: Golden Rule Vineyards City/Zip: Dragoon, AZ 85609
Liquor License #: 13023032 Parcel #: 208-58-002N
Ownership Type: _____ Liquor License ☐ Special Event Liquor License ☒
Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: N/A – This application is exempt from the 300 foot rule.

Based on the above information, the Planning and Zoning
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☐ N ☒

Date Permit Issued: N/A

If use not permitted, is it LNC? Y ☒ N ☐

Zoning: RU-4

Permit#: N/A

Use Permitted: Motel, Bar and Restaurant

Year LNC Established: All Pre 1975

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: May 12, 2016

Contact phone: 520.432.9300

Email: dflores@cochise.az.gov

Return completed form with any attachments by: 5/18/16

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Zarpara Vineyards Wine Festival July 2016

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Rhona MacMillan for a Wine Festival to be held at Triangle T Ranch located at 4190 Dragoon Road, Dragoon, 85609 on July 30 and 31, 2016.

Background:

Ms. Rhona MacMillan has applied for a series 16 (Wine Festival/Wine Fair). The Wine Festival will be located at the Triangle T Ranch located at 4190 Dragoon Road, Dragoon, 85607 on July 30 and 31, 2016 for the annual Garlic Festival. The Sheriff's Office has no recommendation and Planning and Zoning recommend approval of the application and the fee has been paid. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to host the event.

To BOS Staff: Document Disposition/Follow-Up:

Fax and mail completed, signed and approved application with check to ADLLC with decision.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application
Review Forms

rev'd 5/5/16 3:40pm



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

| | |
|--------------------------|--|
| FOR DLLC USE ONLY | |
| License #: | |
| Date: | |
| Approved by: | |

FAIR/FESTIVAL LICENSE APPLICATION
A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery
A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

☐ Wine Fair ☒ Wine Festival ☐ Craft Distillery Fair ☐ Craft Distillery Festival

1. Applicant's Name: Rhona MacMillan Contact Phone #: 602-904-3088
2. Business name: 602-904-3088 Liquor license #: 13023026
3. Email: rhona@zarpara.com Farm Winery or Craft Distillery
4. Mailing address: 6777 S. Zarpara Ln Willcox AZ 85643
Street Address City State Zip Code
5. Location of fair/festival: Triangle T, 4190 Dragoon Rd Dragoon Cochise 85609
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

| | Date | Day of Week | Start Time AM/PM | End Time AM/PM |
|----|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| 1. | <u>7/30/16</u> | <u>Sat</u> | <u>10am</u> | <u>5pm</u> |
| 2. | <u>7/31/16</u> | <u>Sun</u> | <u>10am</u> | <u>5pm</u> |
| 3. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 4. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 5. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 6. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 7. | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

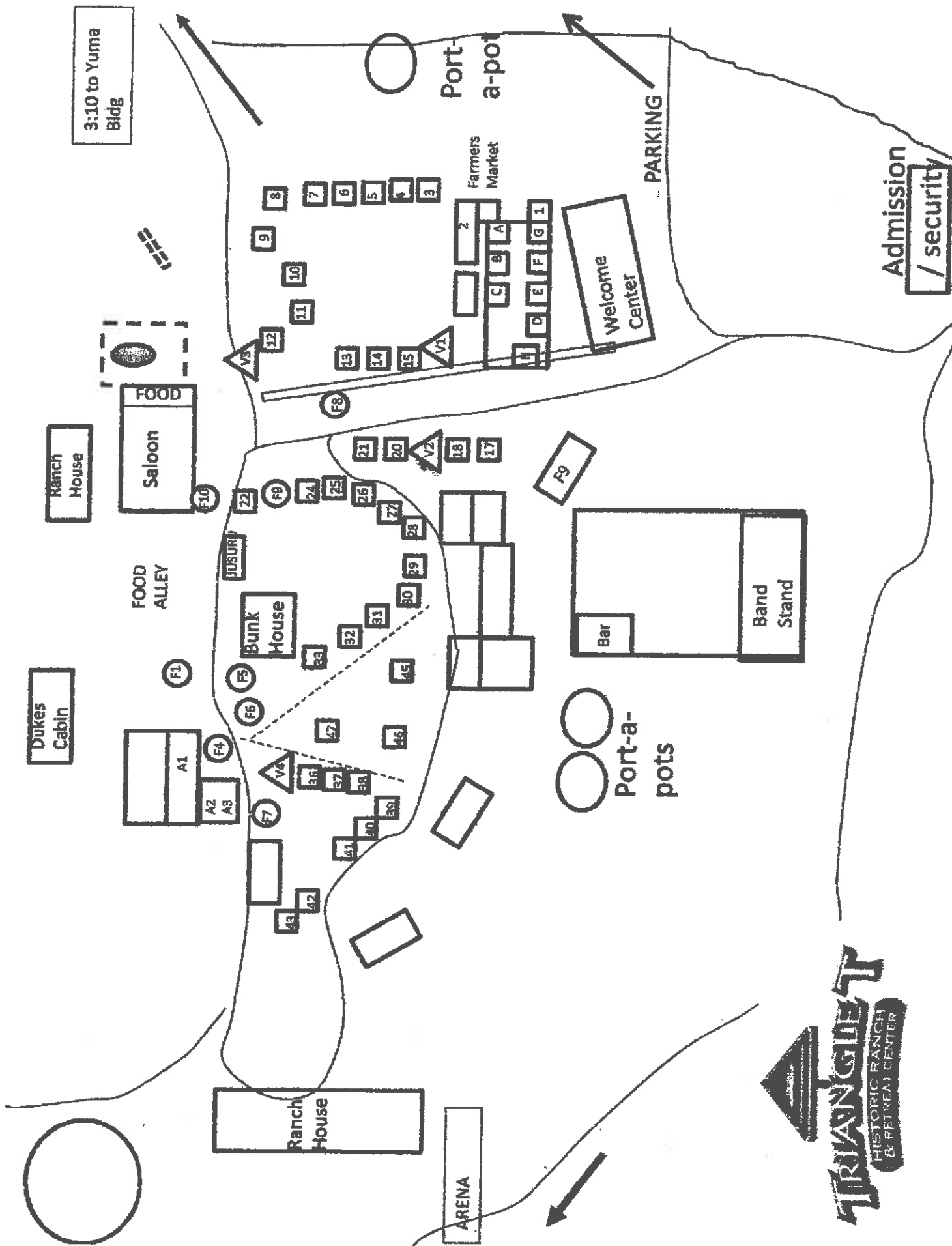
Please attach an additional sheet if necessary

SECTION 3 Site Owner Information:

1. Site owner name: Linda Kelly Daytime Contact Phone #: 520-586-7533
First Last
2. Site owner mailing address: Triangle T, 4190 Dragoon Rd, Dragoon, AZ, 85609
Street address City State Zip Code
3. Email Address: ttgr@earthlink.net

SECTION 4 To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? ☒ Yes ☐ No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1? ☒ Yes ☐ No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 10
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 12
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 0 # of Police Officers on Site Fencing ☒ Yes ☐ No
- 2 # of Security Personnel on Site Barriers ☐ Yes ☒ No
6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)
☒ Yes ☐ No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302) ☒ Yes ☐ No



SECTION 6 This section to be completed only by the applicant named in section #1

I, Rhona MacMillan declare that I am the APPLICANT filing this application as listed in

(Print Full Name)

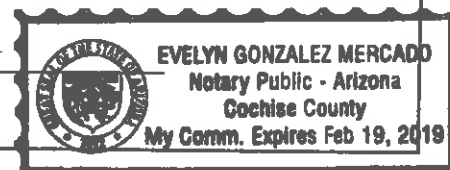
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

x [Signature] OWNER 4/22/16 602-904-3088
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledge before me this 22 April 2016
Day Month Year

State Arizona County of Cochise

My Commission Expires on: 2/19/2019 [Signature]
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

SECTION 7 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Rhona MacMillan Address: 4190 Dragoon Rd (Triangle T)
Business Name: Zarpara Vineyards City/Zip: Dragoon, AZ 85609
Liquor License #: 13023026 Parcel #: 208-58-002N
Ownership Type: _____ Liquor License _____ Special Event Liquor License ☒
Partner(s): n/a

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of events at the location within five years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 5/12/16

Contact phone: 432-9506

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 5/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- ☐ Restaurant/Hotel-Motel
- ☐ Club/Government
- ☐ Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Rhona MacMillan Address: 4190 Dragoon Rd (Triangle T)
Business Name: Zarpara Vineyard City/Zip: Dragoon, AZ 85609
Liquor License #: 13023026 Parcel #: 208-58-002N
Ownership Type: _____ Liquor License _____ Special Event Liquor License ☒
Partner(s): n/a

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: N/A – This application is exempt from the 300 foot rule.

Based on the above information, the Planning and Zoning
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☐ N ☒

Date Permit Issued: N/A

If use not permitted, is it LNC? Y ☒ N ☐

Zoning: RU-4

Permit#: N/A

Use Permitted: Motel, Bar, Restaurant

Year LNC Established: All Pre 1975

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: May 12, 2016

Contact phone: 520.432.9300

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

5/18/2016

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 05/24/2016

Accept petition to alter established County Highway, known as Friend Drive, and set public hearing day for June 28th to act on said petition.

Submitted By: Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Karen C. Rggs**TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703**Information****Agenda Item Text:**

Accept petition to alter established County Highway, known as Friend Drive in Naco, and set public hearing day for June 28, 2016 to act on said petition.

Background:

In the 1907 Official Map of the Townsite of Naco, Maps and Plats Book 0, page 68 and Book 1, page 138-139, the streets and alleyways were dedicated to the public, including the unnamed Friend Drive. In the past, several land exchanges have occurred within this segment of Friend Drive to alleviate traffic issues as well as the encroachment of the buildings into the public right-of-way. In 1998, Resolution 98-70 established Friend Drive as a County Highway. As such in order to vacate this portion state laws require advertisement and a public hearing to abandon the highway status.

The applicant, Naco Fire Department has requested the abandonment of the portion of Friend Drive as it adjoins their parcel. In recent years Friend Drive has become a high traffic area for illegal border crossing as well as drug smuggling. The fire depart has been tagged with graffiti, their equipment has been vandalized and their fence has been knocked down on numerous occasions. Friend Drive right-of-way has also become a parking lot for semi-trucks doing business with the adjacent warehouse. There have been times when the fire department has been unable to access their property or necessary firefighting equipment. The fire department has stated that if the abandonment is approved they will erect a fence along the property line to alleviate many of their prior concerns. The alleyway deeded in Fee# will remain open for utility companies and easement will be drafted for neighboring property owners to access their parcels.

The County Engineer recommends setting a public hearing for June 28th, 2016 to vacate the highway status and abandon the public right-of-way.

Department's Next Steps (if approved):

If the recommendation is approved, Highway staff will advertise as required by statute and a public hearing will be held June 28th to consider the request.

Impact of NOT Approving/Alternatives:

If the abandonment is not approved, the portion of Friend Drive will remain a public right-of-way.

To BOS Staff: Document Disposition/Follow-Up:

Returned signed documents to Teresa Murphy, Right-of-Way/Hwy Division for publishing.

Attachments

[Executive Summary](#)

[Executive Summary Map](#)

[Road Petition](#)

[Public Hearing Notice](#)

[Location Map](#)



Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

DATE: 5/12/2016
TO: Board of Supervisors
THRU: Karen C. Riggs, Director
FROM: Teresa Murphy, Right-of-Way Agent
SUBJECT: Friend Drive Abandonment

Recommendation:

Staff recommends setting a public hearing for June 28th to vacate the highway status and to abandon a portion of Friend Drive in Naco.

Background (Brief):

In the 1907 Official Map of the Townsite of Naco, Maps and Plats Book 0, page 68 and Book 1, page 138-139, the streets and alleyways were dedicated to the public, including the unnamed Friend Drive. In the past, several land exchanges have occurred within this segment of Friend Drive to alleviate traffic issues as well as the encroachment of the buildings into the public right-of-way. In 1998, Resolution 98-70 established Friend Drive as a County Highway. As such in order to vacate this portion state laws require advertisement and a public hearing to abandon the highway status.

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The County Engineer recommends setting a public hearing for June 28th, 2016 to vacate the highway status and abandon the public right-of-way.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Cochise County Community Development Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

Fiscal Impact & Funding Sources:

There are no costs associated with the abandonment of Friend Drive.

Next Steps/Action Items/Follow-up:

If the recommendation is approved, Highway staff will advertise as required by statute and a public hearing will be held June 28th to consider the request.

Impact of Not Approving:

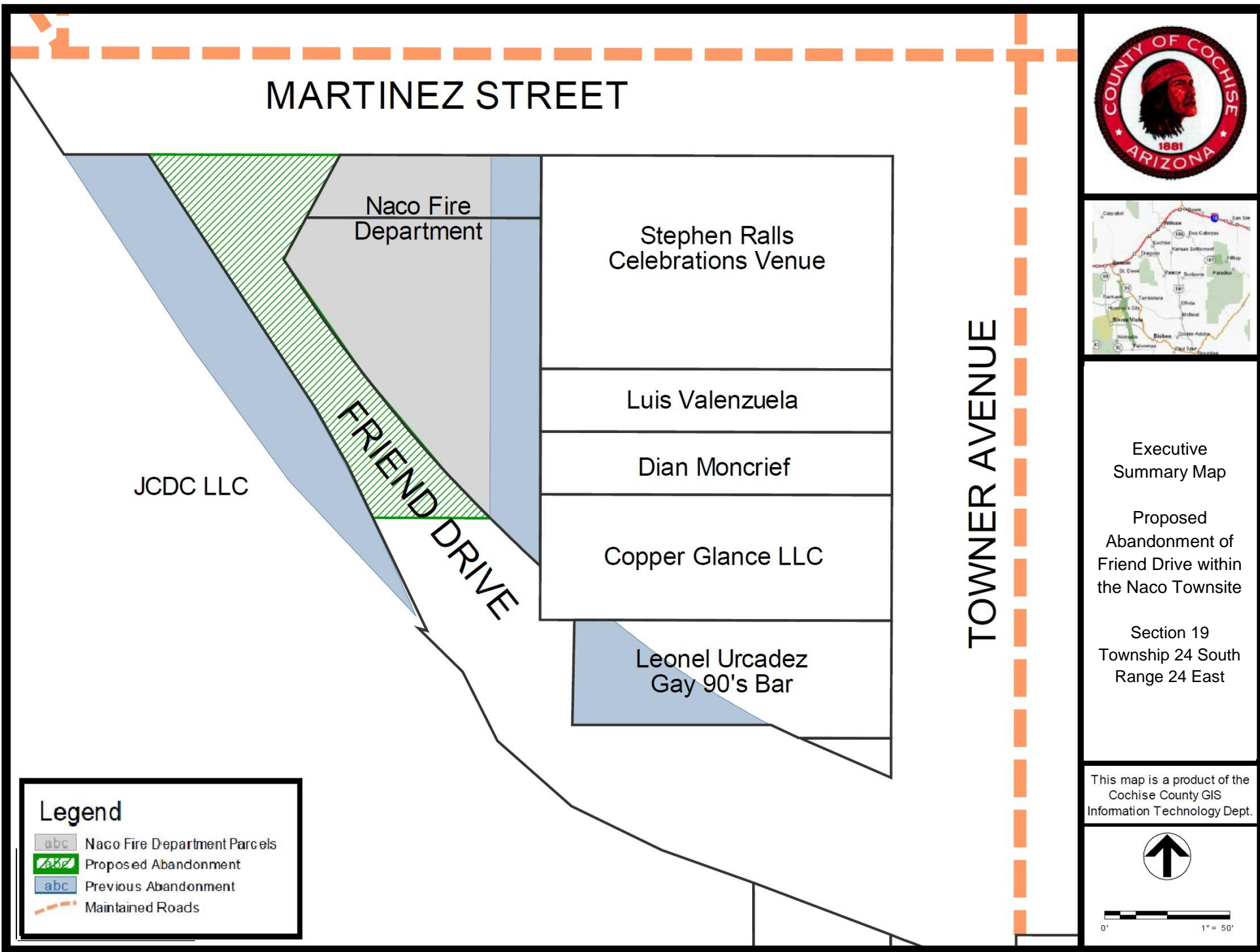
If the abandonment is not approved, the portion of Friend Drive will remain a public right-of-way.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Executive Summary Map

Proposed
Abandonment of
Friend Drive within
the Naco Townsite

Section 19
Township 24 South
Range 24 East

This map is a product of the
Cochise County GIS
Information Technology Dept.



ROAD PETITION

TO THE HONORABLE BOARD OF SUPERVISORS, COCHISE COUNTY, ARIZONA:

The petition of the undersigned petitioners of Cochise County, in the State of Arizona, respectfully show:

1. That the undersigned are bone fide residents of Cochise County, in the State of Arizona.
2. That each of the undersigned petitioners is a taxpayer in said County of said State.
3. That the laying out of the roads, the proposed routes of which are hereinafter described, would be for the convenience and accommodation of the general public of Cochise County, Arizona.

THEREFORE: Your petitioners pray that the following Declared County Highways be altered or abandoned pursuant to A.R.S. 2-6707, and the route:

See attached **EXHIBIT "A"**

And your petitioners pray that a day be set by your Honorable body to consider whether said roads are necessary and to hear the objections thereto, if any.

EXHIBIT "A"

A portion of Block 9 and Friend Drive formerly un-named 50.00' wide right-of-way adjacent to Block 9 as shown on the Official Map of the Townsite of Naco, maps and plats book 1 pages 138-139, as filed in the office of the recorder, Cochise county, Arizona and more particularly described as follows:

BEGINNING at the intersection of the south line of Martinez Street, formerly known as Second Street and the west line of Block 9, said Naco Townsite, said point also being the Northwest corner of a parcel of land conveyed in Fee# 0003-05997;

Thence East along said South line of said Martinez Street and along the north line of said land conveyed in Fee# 0003-05997, a distance of 50.00 feet to the Northeast corner of said parcel conveyed in Fee# 0003-05997;

Thence Southwest along the Southeast line of said land conveyed in Fee# 0003-05997, a distance of 47.27 feet to the South corner of said parcel conveyed in Fee# 0003-05997, said point also being a point on the southwest boundary of said Block 9

Thence Southeast along said boundary of Block 9 a distance of 7.39 feet to a point of a tangent curve to the left having a radius of 566.80 feet and a central angle of 00°44'49";

Thence Southeast along said boundary of Block 9 and along said tangent curve to the left, a distance of 123.05 feet to the south corner of the West half of said Block 9;

Thence West parallel to the South line of said Martinez Street, a distance of 49.04 feet to the east line of a parcel of land conveyed in Fee# 9806-16436;

Thence Northwest along said east line of said parcel of land conveyed in Fee# 9806-16436 the following courses:

Northwest a distance of 27.65 feet to a point on a tangent curve to the left, having a radius of 187.00 feet and a central angle of 08°28'19";

Northwest along said tangent curve a distance of approximately 26.11 feet;

Northwest a distance of 113.33 feet to the Northeast corner of said land conveyed in Fee# 9806-16436, said point also being a point on the South line of said Martinez street;

Thence East along the South line of said Martinez Street a distance of 26.19 feet more or less to the POINT OF BEGINNING.

ROAD PETITION

And your petitioner will ever pray.

DATED this 27th day of April, 2016

PRINT NAME HERE

SIGNATURE

102-24-055

Susanne S. Edsall

102-33-212H

LISA L. ENRIQUEZ

101-02-024

TERRY ANDERSON

105-98-254

Deborah Bufford

104-02-063M

ANA M. Thomas

101-07-035

Izak Last

102-20-104

Teresa Garcia

102-24-014

Aurora Perez

407-56-001

Jennifer Rattkovich

102-57-109

Frances Martinez

105-92-108

Nike Noack

Susanne Edsall

Lisa Enriquez

Terry Anderson

Deborah Bufford

Ana M Thomas

[Redacted]

Uff

Jessica Garcia

Aurora Perez

Jennifer Rattkovich

Frances Martinez

N. Noack

PUBLIC HEARING

ALTERING/ABANDONING OF A PUBLIC RIGHT-OF-WAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, a petition to alter and abandon a portion of a County Highway, more particularly described as follows:

See attached **EXHIBIT "A"**

Notice is hereby given that Tuesday, June 26th, 2016 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition/application and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition/application should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this ____ day of May, 2016.

Arlethe G. Rios
Clerk of the Board

Richard R. Searle, Chairman
Board of Supervisors

EXHIBIT "A"

A portion of Block 9 and Friend Drive formerly un-named 50.00' wide right-of-way adjacent to Block 9 as shown on the Official Map of the Townsite of Naco, maps and plats book 1 pages 138-139, as filed in the office of the recorder, Cochise county, Arizona and more particularly described as follows:

BEGINNING at the intersection of the south line of Martinez Street, formerly known as Second Street and the west line of Block 9, said Naco Townsite, said point also being the Northwest corner of a parcel of land conveyed in Fee# 0003-05997;

Thence East along said South line of said Martinez Street and along the north line of said land conveyed in Fee# 0003-05997, a distance of 50.00 feet to the Northeast corner of said parcel conveyed in Fee# 0003-05997;

Thence Southwest along the Southeast line of said land conveyed in Fee# 0003-05997, a distance of 47.27 feet to the South corner of said parcel conveyed in Fee# 0003-05997, said point also being a point on the southwest boundary of said Block 9

Thence Southeast along said boundary of Block 9 a distance of 7.39 feet to a point of a tangent curve to the left having a radius of 566.80 feet and a central angle of $00^{\circ}44'49''$;

Thence Southeast along said boundary of Block 9 and along said tangent curve to the left, a distance of 123.05 feet to the south corner of the West half of said Block 9;

Thence West parallel to the South line of said Martinez Street, a distance of 49.04 feet to the east line of a parcel of land conveyed in Fee# 9806-16436;

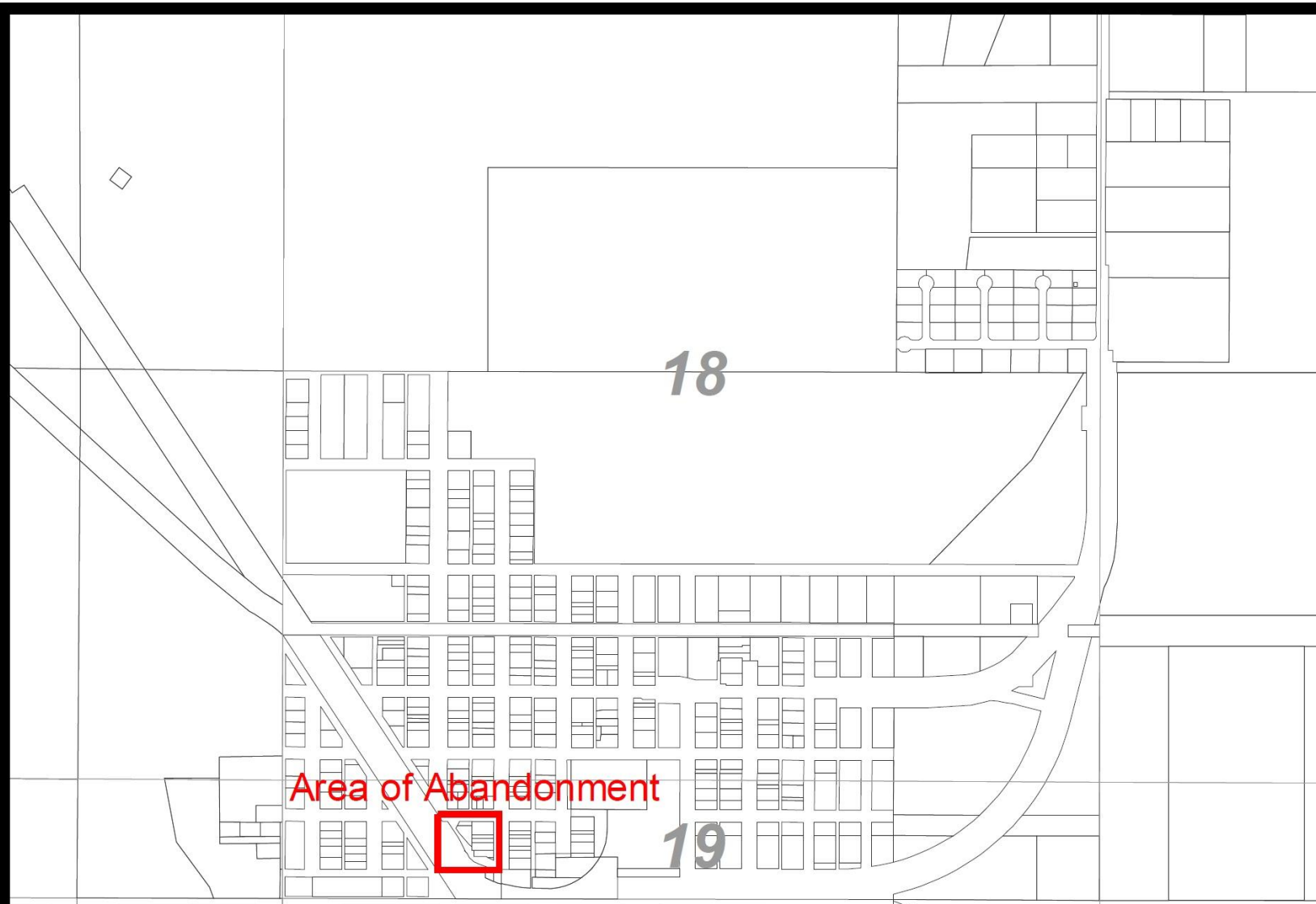
Thence Northwest along said east line of said parcel of land conveyed in Fee# 9806-16436 the following courses:

Northwest a distance of 27.65 feet to a point on a tangent curve to the left, having a radius of 187.00 feet and a central angle of $08^{\circ}28'19''$;

Northwest along said tangent curve a distance of approximately 26.11 feet;

Northwest a distance of 113.33 feet to the Northeast corner of said land conveyed in Fee# 9806-16436, said point also being a point on the South line of said Martinez street;

Thence East along the South line of said Martinez Street a distance of 26.19 feet more or less to the POINT OF BEGINNING.



Republic of Mexico



Location Map

Proposed
Abandonment of
Friend Drive within
the Naco Townsite

Section 19
Township 24 South
Range 24 East

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 1000'

Legend
Sections
Area of Abandonment

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3
Submitted for Signature:

NAME N/A
of PRESENTER:

TITLE N/A
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate A.R.S. 11-251; -532
or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-16-2624 in the amount of \$156,580 between the City of Tucson and Cochise County for the period January 1, 2016 through December 31, 2017.

Background:

The HIDTA Grant will fund one drug-crime attorney III and one administrative assistant in the Cochise County Attorney's Office. The HIDTA Grant will allow the HIDTA prosecutor to prosecute drug crimes. By not renewing the grant the County will lose one experienced senior prosecutor and one administrative assistant. The County Attorney's Office will have to reduce the number of drug crime prosecutions and asset forfeiture seizures due to a lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expense. The county attorney's office is mandated to prosecute crimes.

This grant works in conjunction with Southeastern Arizona Major Investigative Team (SAMIT) headed by the DEA; the Cochise County Sheriff's HIDTA. Not renewing this grant would jeopardize law enforcement drug grants and the Byrne grant.

Fiscal Impact & Funding Sources: Funding of 1 prosecutor and 1 administrative assistant with no impact to the general fund and continue with drug prosecutions in Cochise County.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the City of Tucson for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The question is whether the Board wishes to decline HIDTA Grant funding and eliminate the two positions currently funded by the HIDTA Grant; or decline the grant and pay the two positions out of the general fund; or accept the grant and absorb the overhead costs associated with the grant.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2016-2017

One-time Fixed Costs? (\$\$\$): -0-

Ongoing Costs? (\$\$\$): -0-

County Match Required? (\$\$\$): -0-

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 53,440.75

Source of Funding?: Fund 134

Fiscal Impact & Funding Sources (if known):

Attachments

Cochise County Grant Approval Form - HIDTA Grant 2016

Grant Agreement - HIDTA - 2016

COCHISE COUNTY GRANT APPROVAL FORM

Department/Division: ATTORNEY

Telephone: (520) 432-8700

Grant Title: High Intensity Drug Trafficking Area (HIDTA)

To: December 31, 2017

Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☐ Yes ☒ No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Prosecution of drug cases.

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

A.R.S. §11-532(A)(1)

| Funding Sources | Federal Funds 332.100 | State Funds 336.100 | County Funds 391.000 | Other | Total |
|---------------------|-----------------------|---------------------|----------------------|-------|-----------|
| Current Fiscal Year | \$156,580 | | | | \$156,580 |
| Remaining Years | | | | | |
| Total Revenue | \$156,580 | | | | \$156,580 |

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source:

Federal Catalog of Federal Domestic Assistance (CFDA) No: 95.001

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is reversion of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation 34.13%

| | | |
|--|----------------------|-------------|
| b) Amount of overhead allowed by grant | County subsidy (a-b) | \$53,440.75 |
|--|----------------------|-------------|

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 2



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number **HT-16-2624**

This Grant Agreement is made this 1ST day of January 2016 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Attorney's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2016** and terminate on **December 31, 2017**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Cochise County Attorney's Office
P.O. Drawer CA
Bisbee, AZ 85603
Attn: Cochise County Attorney Brian M. McIntyre**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

| APPROVED LINE ITEM PROGRAM BUDGET | | |
|--|--|---------------------|
| Personnel: | | |
| Salaries | | \$120,234.00 |
| Fringe Benefits | | \$36,346.00 |
| Overtime | | \$0.00 |
| Travel | | \$0.00 |
| Facilities | | \$0.00 |
| Services | | \$0.00 |
| Operating Expenses: | | |
| Supplies | | \$0.00 |
| Other | | \$0.00 |
| Equipment (listed below) | | \$0.00 |
| TOTAL | | \$156,580.00 |
| See attached for budget detail. | | |

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

| Report Period Month of: | Due Date: | Report Period Month of: | Due Date: |
|--------------------------------|------------------|--------------------------------|------------------|
| January 1 - 31 | February 25 | July 1 - 31 | August 25 |
| February 1 - 29 | March 25 | August 1 - 31 | September 25 |
| March 1 - 30 | April 25 | September 1 - 30 | October 25 |
| October 1 - 31 | November 25 | April 1 - 30 | May 25 |
| November 1 - 30 | December 25 | May 1 - 31 | June 25 |
| December 1 - 31 | January 25 | June 1 - 30 | July 25 |

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS § 11-251-532

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON GRANT AGREEMENT

Insurance Requirements Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$500,000 |
| Disease – Each Employee | \$500,000 |
| Disease – Policy Limit | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: 5/5/16

Signature: [Signature]

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

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5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
 6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
 7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
 8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Warrant over 1 year old not cashed - Fund 211

Submitted By: Arlethe Rios, Board of Supervisors

Department: Finance

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve payment of Warrant #87710 dated March 5, 2015 to the Howard G. Buffet Foundation in the amount of \$730.19 that was not received by the payee before the expiration date.

Background:

Attached a copy of Warrant #87710 dated 03/05/2015 and backup that was never received by The Howard G Buffett Foundation for \$730.19. This warrant was to return unused grant funds to the foundation. This was discovered last week on the Treasurer's outstanding warrants report. Due to shortage of staff in February and March, Finance failed to send a letter and affidavit to the vendor to replace the check before the year deadline. A.R.S Statute 11-644 B states that a claim for the amount of the warrant can be presented to the board of supervisors and they can approve it to be paid. Please let me know what I need to do to present to the BOS.

Department's Next Steps (if approved):

Send new check to the Foundation.

Impact of NOT Approving/Alternatives:

The Foundation will not receive funds.

To BOS Staff: Document Disposition/Follow-Up:

Send Carol Schneider and email letting her know if the item was approved.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Statute

Warrant

Last legislative year: 1998

Las
Rec

11-642. Action by taxpayer to recover money illegally paid

If a county attorney fails for twenty days after written request made by a taxpayer of the county to institute an action as provided in section 11-641, then any taxpayer of the county may bring the action in his own name and at his own cost, with the same effect as if brought by the county attorney. The person instituting the action shall execute a bond with two or more sureties, made payable to the defendant conditioned that if the plaintiff fails to prosecute the action with diligence and to effect, that the plaintiff will pay all damages sustained by the defendant by reason of the action and all costs incurred therein. If the taxpayer prevails in the action the court shall allow the taxpayer costs and a reasonable attorney fee not to exceed forty per cent of the amount recovered or saved to the county.

Last legislative year: 1955

11-643. Nonliability of dissenting supervisor

A supervisor may relieve himself from liability under sections 11-641 and 11-642 by dissenting from the order, and having his dissent entered on the minutes of the board at the time.

Last legislative year: 1955

11-644. Failure to present county check or warrant for payment

A. A check that is drawn by the county treasurer in the treasurer's official capacity or a warrant that is drawn on the county general fund and that is not presented for payment within one year after the date of issuance is void, is deemed to have been paid and is not subject to section 44-302. A check or warrant that is not presented for payment within one year has no further force or effect and any monies shall be transferred or revert to the county general fund or other appropriate fund.

B. At any time within one year after an unpresented check or warrant has been voided as provided in subsection A of this section, the person in whose favor the check or warrant was drawn, or the person's personal representative, successors or assignees, may present a claim for the amount of the check or warrant to the board of supervisors. If the board finds that the claim is legitimate and that there is good and sufficient reason for failure to present the original check or warrant, the board may allow the claim and order it to be paid from the county general fund or other appropriate fund.

11-6

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Warrant No. 87710

| DATE | INVOICE NO. | DESCRIPTION | NET AMOUNT |
|------------|-----------------|--|------------|
| 02/26/2015 | 022615 211-3400 | Return of unused funds for Equipment Grant (211-3000-3400) | 730.19 |



JP Morgan Chase
Phoenix, Arizona

The Treasurer of Cochise County FY 103
Bisbee, Arizona
Chase Bank, AP

| |
|------------|
| Date |
| 03/05/2015 |

~~81-2~~
~~1221~~

Warrant No: 87710

| |
|----------|
| Amount |
| \$730.19 |

VOID AFTER ONE YEAR

PAY Seven Hundred Thirty and 19/100 Dollars

TO The Howard G. Buffett Foundation
THE 145 North Merchant Street
ORDER DECATUR, IL 62523
OF

ON COCHISE COUNTY, ARIZONA

Date: _____

.. Presents this demand

DOLLARS

Warrant No.

Claim No.

I, _____, certify and declare, under penalty of perjury, that the foregoing
 is true and correct and justly due.

X *Handwritten signature* *Handwritten signature*

Approved by Dept. Head: _____
Administrative Manager

Member

Order # _____

Received Date

By: _____

Signature

Attach Shipping Order

| DISTRIBUTION | | |
|-------------------------|-----|----|
| 211.7000.3400 - 414.900 | 730 | 19 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | 730 | 19 |



Budget Performance Report

Fiscal Year to Date 02/26/15

Include Rollup Account and Rollup to Account

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | Encumbrances | YTD Transactions | YTD Transactions | Budget - YTD Transactions | % used/Ret'd | Prior Year Total |
|----------------------------|--|----------------|-------------------|----------------|----------------------------|--------------|------------------|------------------|---------------------------|--------------|------------------|
| FL J 211 - Private Donor | | | | | | | | | | | |
| REVENUE | | | | | | | | | | | |
| 380 | Private Foundation Grants/Donations | | | | | | | | | | |
| 380.700 | Private Foundation Grants/Donations | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 179,200.24 |
| | 380 - Private Foundation Grants/Donations Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$179,200.24 |
| 398 | Cash Carry Forward | | | | | | | | | | |
| 398.000 | Cash Carry Forward | .00 | 10,985.49 | 10,985.49 | .00 | .00 | .00 | .00 | 10,985.49 | 0 | .00 |
| | 398 - Cash Carry Forward Totals | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$0.00 |
| | 3400 - Pat of T.C.'s | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$179,200.24 |
| | 3300 - Sheriff T.C.'s | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$179,200.24 |
| | REVENUE TOTALS | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$179,200.24 |
| EXPENSE | | | | | | | | | | | |
| 414 | Miscellaneous Tools & Exp | | | | | | | | | | |
| 414.900 | Miscellaneous Tools & Exp | .00 | 10,985.49 | 10,985.49 | .00 | .00 | .00 | .00 | 10,985.49 | 0 | 168,214.75 |
| | 414 - Miscellaneous Tools & Exp Totals | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$168,214.75 |
| | 3400 - Patrol Totals | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$168,214.75 |
| | 3000 - Sheriff T.C.'s | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$168,214.75 |
| | EXPENSE TOTALS | \$0.00 | \$10,985.49 | \$10,985.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,985.49 | 0% | \$168,214.75 |
| 311 - Private Donor Totals | | | | | | | | | | | |
| | REVENUE TOTALS | .00 | 10,985.49 | 10,985.49 | .00 | .00 | .00 | .00 | 10,985.49 | 0 | 179,200.24 |
| | EXPENSE TOTALS | .00 | 10,985.49 | 10,985.49 | .00 | .00 | .00 | .00 | 10,985.49 | 0 | 168,214.75 |
| | Grand Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$10,985.49 |

2/26 will return 730.19 to Foundation
leaving a balance of \$19,255.30
for SABIE Surveillance Equip

2/26/15
Reimbursement
\$26,424 - 1st set of light
\$235.27 - Simulation Grant
290.68 - Clocks Grant
\$730.19

DspScr

Cochise County Treasurer System
Warrant Maintenance

4/22/16
15:14:59

=====

| | | | |
|-------------------|-----------------------|-----------------|----------------------|
| Payee: | THE HOWARD G. BUFFETT | Sys: | 02 |
| Warrant/Type/FYR: | 87710 25 3 | Issued: | 3/05/2015 (MMDDYYYY) |
| Warrant Amt: | 730.19 | Status Date: | 3/05/2015 |
| Dist: | 0 | Advance Amount: | .00 |
| Status: | OUTS | Document: | |
| Voucher: | 0000 | | |

| | | | |
|-----|-----|------|--------|
| Act | Opt | Fund | Amount |
| | | 211 | 730.19 |

+

F3 = Exit

Enter - Continue

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Meeting Date:** 05/24/2016

Tohono O'Odham Grant - Justice Court

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Adopt Resolution 16-16 supporting Justice Court Tohono O-Odham nation grant application.

Background:

The Board is in support of departments looking for grants to fund programs that better serve the citizens of Cochise County.

Department's Next Steps (if approved):

Submit resolution with application.

Impact of NOT Approving/Alternatives:

The Board will not formally be in support of the application.

To BOS Staff: Document Disposition/Follow-Up:

Send copy of signed resolution to Lisa Marra.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**Resolution

RESOLUTION 16-___

SUPPORTING THE TOHONO O'ODHAM NATION GRANT APPLICATION

WHEREAS, The Board of Supervisors oversees the public safety and justice system in Cochise County; and

WHEREAS, The County's Strategic Plan's main goal regarding public safety and justice is to promote safe communities, strengthen legal services, and ensure access to justice for all citizens; and

WHEREAS, Cochise County is interested in improving public safety, saving tax dollar funds, collaborating with strategic partners and stakeholders, and promoting stronger, healthier communities; and

WHEREAS, local jails across the nation, including in Cochise County, have become over-crowded while detaining those awaiting court proceedings who are often times not a flight risk or danger to public safety; and

WHEREAS, A significant jail population requires regular medication, in many cases psychotropic, due to mental illness; and

WHEREAS, Cochise County has a proven leadership track record in the region of developing, implementing, and maintaining effective, high-quality services with personal and professional integrity,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors hereby supports the application for the Tohono O'Odham Nation grant to help fund a mental health professional to serve as coordinator of cases in

///

///

RESOLUTION 16-__

Re: Supporting The Tohono O'odham Nation Grant Application

Page | 2



which prosecution is suspended with diversion in Justice Precincts 1 and 2 within Cochise County.


PASSED AND ADOPTED by Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2016.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board



Britt Hanson
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 05/24/2016

Appoint Mr. Bryan Durham to the Workforce Investment Board

Submitted By: Rebecca Reynolds, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Mr. Bryan Durham to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through June 30, 2018.

Background:

Attached is the appointment letter for Mr. Durham. The Workforce Investment Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIOA Board. Also attached is a list showing each of the WIOA Board appointees, with appointment date and date term expires.

Department's Next Steps (if approved):

If approved, WIOA will be notified of the appointment and we will request confirmation of an updated WIOA board appointees list.

Impact of NOT Approving/Alternatives:

Vacancies will continue to exist on the WIOA Board with certain segments not being adequately represented.

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letter to Mr. Bryan Durham, Arizona Department of Veterans' Services, 3839 N. 3rd Street, Phoenix, AZ 85012 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Ana Polakowski, apolakowski@cpic-cas.org

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Attachments

Nomination Letter

WIB Terms



DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
ARIZONA DEPARTMENT OF VETERANS' SERVICES
OFFICE OF THE DIRECTOR
3839 N THIRD STREET
PHOENIX, AZ 85012
Tel 602.255.3373 • Fax 602.255.1038
www.azdvs.gov



WANDA A. WRIGHT
DIRECTOR

5/11/2016

County Board of Supervisors
1415 Melody Lane
Bisbee, AZ 85603

Dear Board of Supervisors:

I understand there is a vacant seat on the Arizona@Work – Southeastern Arizona Board of Directors, and I would like to nominate Bryan Durham.

Mr. Durham has been a long time and active member of the veterans, and business community, and as the Community Programs Coordinator, is responsible for implementing the Arizona Department of Veterans' Services Roadmap to Employment throughout the State of Arizona.

I believe that he will be a valuable member of the Local Workforce Development Board, as well.

Sincerely,

John F. Scott II, MSW
Assistant Deputy Director
Arizona Dept. of Veterans Services
3839 N. 3rd Street
Phoenix, AZ
602.234.8416

2014
to
2018

[illegible]

2014
to
2018

[illegible]

**Public Hearings 10.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Franchise for Transport Network of AZ, LLC

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS** 1
Signature **Submitted for Signature:**
Required

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy Attorney

Mandated Function?: Federal or **Source of Mandate** 40-283
State **or Basis for Support?:**
Mandate

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 16-14 granting a Telecommunications and Fiber Optic Services franchise to Transport Network of AZ, LLC.

Background:

Transport Network of AZ, LLC has applied for a communications/fiber optic franchise in all of Cochise County. The \$500.00 franchise fee has been paid and the Acceptance of Franchise has been signed. The Notice of Public Hearing has been published three times as required by statute. To date, there have been no letters or phone calls either for or against granting the franchise.

Department's Next Steps (if approved):

Send a copy of the recorded Resolution, Certificate of Clerk, and the minutes to Gail Spain.

Impact of NOT Approving/Alternatives:

Arizona Power Electric cooperative would not be able to apply for a permit to work in the county right-of-ways.

To BOS Staff: Document Disposition/Follow-Up:

Record and give recorded copy to BOS Staff for follow up.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Public Notice

Resolution

COCHISE COUNTY, ARIZONA APPLICATION FOR FRANCHISE

Applicant's Name: Transport Network of AZ, LLC

Address: 3972 Barranca Parkway Suite J City: Irvine State: CA Zip: 92606

Telephone: 1 (877) 296-1009 Emergency Telephone: (877) 338-1287

Who will own and operate the system, if other than applicant:

Name: N/A

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Emergency Telephone: _____

Indicate the type of franchise you are applying for:

☐ Cable TV ☐ Electricity ☐ Gas ☐ Sewer ☐ Water

☒ Telecommunications

☒ Fiber Optic

Note: If you are claiming an exemption from obtaining a franchise please specify reason:

Does the applicant have an existing or proposed agreement with anyone proposing to have an ownership interest in the franchise? ☐ Yes ☒ No

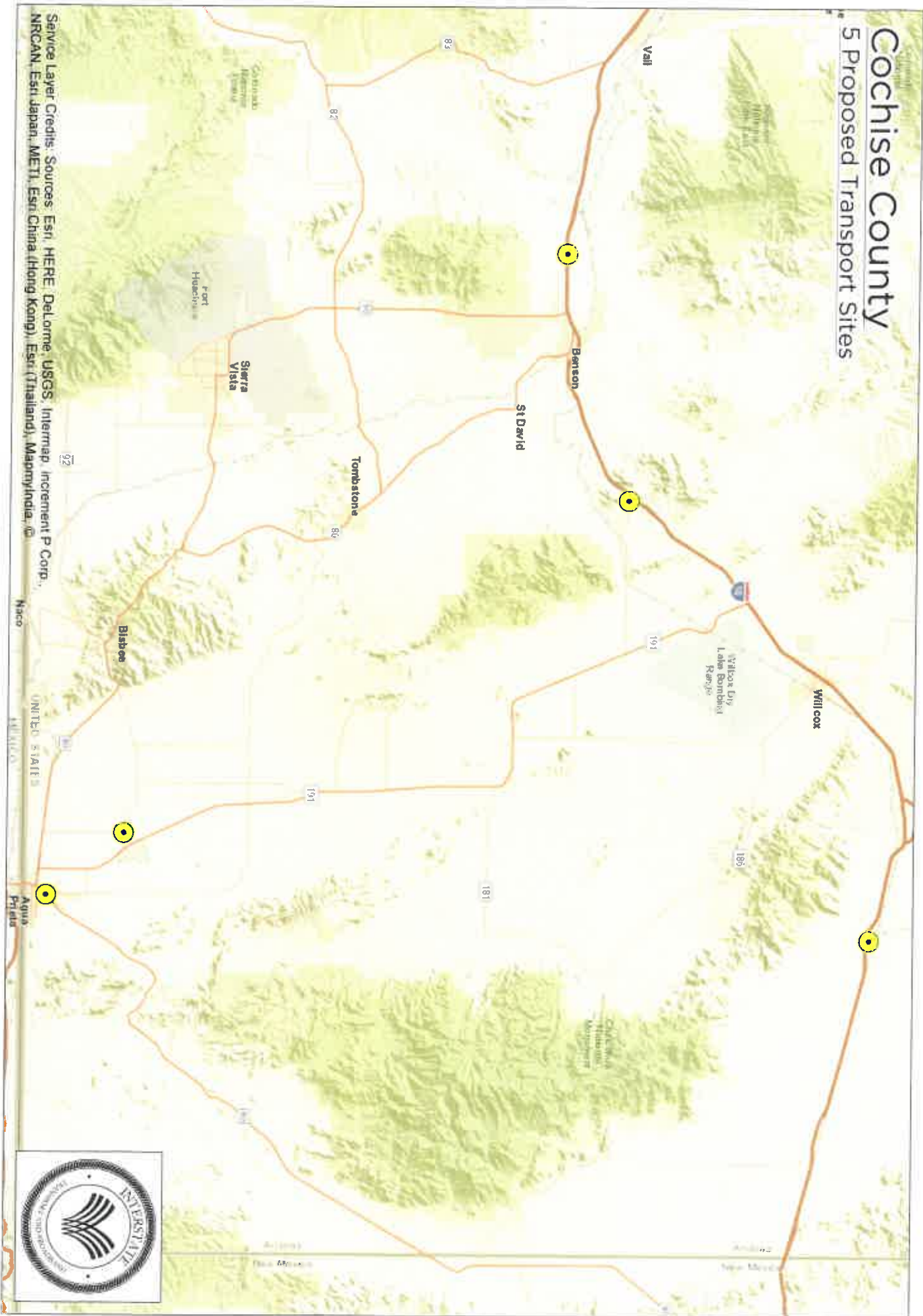
If the answer is yes, please attach a statement from Corporate Council setting forth the name(s) and address(es) of the person(s) with such ownership interest, and a copy of the agreement.

What is the applicant's experience in providing service for the utility for which applicant is applying for a franchise? Transport Network of AZ, LLC is part of the largest privately held public utility in the country, in fact the only utility company with competitive local exchange carrier (CLEC) status in all 50 states. Transport Network of AZ, LLC constructs and provides transport services to support a variety of uses, including M2M and IoT applications. Transport Network of AZ, LLC has worked with the nation's leading companies including wireline and wireless carriers, sports and entertainment venues, real estate and hospitality firms, healthcare and transportation providers as well as higher education and government entities to provide connectivity for their customers and constituents.

How many people do you anticipate serving with this utility? Transport Network of AZ, LLC's network will provide better connectivity for the entire county of Cochise.

Cochise County

5 Proposed Transport Sites



Proposed Site Locations

| Nearest Registered Address | Nearest Intersection |
|----------------------------|---------------------------------|
| 6832 N Kings Hwy | N Kings Hwy & W Double Adobe Rd |
| 70 N Cherokee Trl | N Cherokee Trl & Tequilla Bend |
| 421 S Truman Ave | S Truman Ave & E 2nd St |
| 1201 E 24th St | E Bagwell Rd & N A Ave |
| 4190 E Dragoon Rd | Texas Canyon Dr & E Dragoon Rd |

* Please note that the address given is the nearest registered address. I have also included the nearest intersection. I have noted (by highlighting) whether the intersection or address provides a better approximate location.

**Sites are subject to change.

**NOTICE TO THE PUBLIC
BEFORE THE BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

IN THE MATTER OF THE APPLICATION for approval of an application by Transport Network of AZ, LLC to renew a franchise for a telecommunications and fiber optic services for domestic and commercial use license to use public streets, roads and alleys;

NOTICE IS HEREBY GIVEN, that the Board of Supervisors of Cochise County, Arizona, has been requested to approve the assignment of a telecommunications and fiber optic services for domestic and commercial use license to use the public roads, streets, alleys and highways within the following described area, to-wit:

A map is on file with the Clerk of the Board of Supervisors.

Prior to the consideration of this request, the Cochise County Board of Supervisors shall hold a public hearing on the 24th day of May, 2016 at 10:00 o'clock A.M., at the Cochise County Board of Supervisors' Hearing Room which is located at 1415 Melody Lane, Building G, Bisbee, Arizona at which the applicant, Transport Network of AZ, LLC and its proposal shall be examined and the public and all interested parties shall be afforded a reasonable opportunity to be heard.

Dated this 20th day of April, 2016.

Arlethe G. Rios

**CLERK, BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

RESOLUTION 16 - ____

**GRANTING A TELECOMMUNICATIONS SERVICES FRANCHISE TO
TRANSPORT NETWORK OF AZ, L.L.C.**

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, TRANSPORT NETWORK OF AZ, L.L.C. has applied and petitioned, pursuant to A.R.S. §§ 40-283 and 9-583, to the Board of Supervisors of Cochise County, Arizona, for the right, privilege, license, and franchise to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways, within the County, facilities for the purpose of maintaining and operating a telecommunication system, and all other facilities and improvements necessary for local network and intrastate telecommunications services; and

WHEREAS, reasonable public notice of this Application has been provided in the manner required by A.R.S. §§ 40-283 of the filing of said Application and of the public hearing on this matter set for May 24, 2016 at 10:00 A.M. at the regular meeting place of the Board in the City of Bisbee, Arizona, as the time and place for the consideration of the matter; and

WHEREAS, it appears from the affidavit of publication of the San Pedro Valley News-Sun that due and regular notice of said date, time, and place set for the consideration of such action has been published once a week for three (3) consecutive weeks prior to the said date of the hearing, to-wit: in the issues of the Wednesday, the 4th of May, the 11th of May, and the 18th of May, 2016 of said newspaper, and the matter being called at 10:00 o'clock A.M., and it appearing that the Board of Supervisors has not received a petition signed by more than 50% of the qualified electors of said County asking the Board to deny said Application on or before the date set for consideration thereof; and

WHEREAS, said Application came on regularly to be heard on the 24th day of May, 2016, before the Board of Supervisors of Cochise County, and the Board considered the Application for the franchise, and there being good cause to grant this Application,

NOW, THEREFORE, it being determined by the Board of Supervisors of Cochise County that the grant of this franchise is regular, proper, authorized by law and in the best interest of Cochise County, and the inhabitants thereof;

NOW, THEREFORE, IT IS HEREBY ORDAINED:

1. That this Board of Supervisors of Cochise County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto TRANSPORT NETWORK OF

RESOLUTION 16- __

Re: Granting A Telecommunications Services Transport Network of AZ, L.L.C.

Page | 2

AZ, L.L.C. (hereinafter called "Grantee") a nonexclusive right, privilege, license, and franchise (hereinafter "the franchise") to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways under the jurisdiction of the County, facilities for the purpose of maintaining and operating a telecommunications system, and all other facilities and improvements necessary for telecommunications. This grant does not include the authorization to use State highways and those areas within the corporate boundaries of any city or town. This grant is subject to the terms, conditions, and limitations expressed below or incorporated herein by reference.

2. The County reserves the right to impose future restrictions, limitations and conditions upon the exercise of the rights granted herein as it deems best for the public safety and welfare. The Grantee is further required to comply with all lawful, applicable ordinances of Cochise County regulating the conduct of work within the public rights-of-way; as such ordinances are now enacted or may be amended or adopted from time to time. The Grantee is required to obtain a separate Right-of-Way Use Permit from the County prior to initiating any construction in the right-of-way and to pay the applicable fees for the associated inspections.

3. The franchise granted hereby shall not be exclusive, and nothing herein shall be construed to prevent the County from granting other like or similar franchises to any other person, firm, or corporation.

4. The Grantee shall bear all expenses and costs, including damages and compensation for the alteration of the direction, surface, grade, or alignment of a public roadway or for revenues lost by the Grantee, which may arise in connection with its exercise of the rights granted herein.

5. The Grantee shall erect, construct, and maintain all facilities authorized herein in a good and workmanlike manner and in compliance with all valid laws, ordinances, and regulations, which may be in, force from time to time. All such work shall be performed in such a manner as may be necessary to avoid any unreasonable damage, disturbance, or modification to existing public rights-of-ways, including roads, streets, highways, bridges, borrow ditches or shoulders thereon.

6. The Grantee shall, immediately upon erecting, constructing, replacing or repairing its facilities, or any part thereof, at its own cost and expense, restore any effected public right-of-way, including any road, street, highway, bridge, borrow ditch or shoulder thereon, to not less than the same condition which existed prior to the Grantee's action.

7. The County does not waive or relinquish any rights it may have to the full and complete use of the public rights-of-way subject to this franchise, whether for road purposes or otherwise. The rights of the County in and to the use of the right-of-way are, and shall be,

RESOLUTION 16- __

Re: Granting A Telecommunications Services Transport Network of AZ, L.L.C.

Page | 3

paramount and superior to the rights of the Grantee. In the event that the location of the Grantee's facilities may interfere or conflict with the County's use, expanded use, alteration, improvement, or maintenance of the County's rights-of-way, the County may require the Grantee to relocate, at the Grantee's expense, all facilities which give rise to such interference or conflict. The County will provide the Grantee with reasonable notice of any relocation requirement and will provide a reasonable period of time for the Grantee to perform such relocation.

8. The Grantee assumes the sole responsibility for all liability for any injury or damage to any person or property, or to the road and right-of-way itself, caused by or arising out of the exercise of the rights granted herein and attributable to any act or commission of the Grantee. The Grantee shall indemnify, defend and hold harmless Cochise County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the Grantee, its agents, employees, or anyone acting under its direction, control or on its behalf.

9. The County grants this franchise for a term of five (5) years from the date of its authorization. This franchise may not be sold, leased, assigned, conveyed or transferred in any manner, in whole or in part, including pursuant to the sale or merger of the Grantee corporation itself, without the express written consent of the County, which consent shall not be unreasonably withheld.

10. The County reserves the right to alter or amend the terms of this franchise in any manner necessary to protect the safety or welfare of the public or the public interest. This reservation includes, but is not limited to, the authority to impose such amended franchise fees, rentals or use payments, or other form of compensation or assessment as the County may be authorized, now or in the future, to impose under the laws of the State of Arizona and the United States.

11. The County may terminate this franchise in the event that the Grantee fails to comply with the terms and conditions of this franchise. The Board of Supervisors, or its designee, shall provide the Grantee with written notice of noncompliance and allow the Grantee a period of not less than sixty (60) days to remedy any breach. If the Grantee continues to fail to comply with the terms of this franchise after this notice and remedy period, the Board of Supervisors may, following a public hearing, revoke all rights granted herein and render this franchise null and void.

12. Upon termination of the franchise, whether by expiration of its term, or for cause, or by voluntary abandonment, and after written notice from the County, the Grantee shall remove all of its facilities installed pursuant to the rights granted herein within one hundred eighty (180)

RESOLUTION 16-__

Re: Granting A Telecommunications Services Transport Network of AZ, L.L.C.

Page | 4

days of such termination, and shall repair any damages caused thereby. All such facilities which are not removed within this period shall be deemed to be abandoned and shall become the property of the County.

13. This franchise will not be effective for any purpose until the Grantee has indicated its acceptance in writing below.

14. The rights, privileges, and franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. §§ 40-283 and 9-582, et seq., which are incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Cochise, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this ____ day of _____, 2016.

**BOARD OF SUPERVISORS
COUNTY OF COCHISE:**

Richard Searle, Chairman

ATTEST:

APPROVED AS TO FORM:

Arlethe Rios,
Clerk of the Board

Britt Hanson,
Chief Civil Deputy County Attorney

RESOLUTION 16-__

Re: Granting A Telecommunications Services Transport Network of AZ, L.L.C.

P a g e | 5

ACCEPTANCE OF FRANCHISE

This is to certify that the Grantee, TRANSPORT NETWORK OF AZ, L.L.C., has on the ____ day of _____, 2016, accepted the foregoing franchise. Grantee agrees that it will be bound by, observe, and carry out the terms and conditions of such franchise.

Dated: _____

GRANTEE:

TRANSPORT NETWORK OF AZ, L.L.C.

By: _____

RESOLUTION 16- __

Re: Granting A Telecommunications Services Transport Network of AZ, L.L.C.

Page | 6

CERTIFICATE OF CLERK

I, Arlethe Rios, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the foregoing excerpt from the minutes of the meeting of the Board of Supervisors of Cochise County, Arizona, held on _____, 2016 constitutes a true and correct copy of the said minutes insofar as they relate to the Application of TRANSPORT NETWORK OF AZ, L.L.C., for a telecommunications services franchise in the County and to the granting of said telecommunications services franchise pursuant to the resolution hereinabove set out, all as appears in the official records of the Board of Supervisors.

IN WITNESS WHEREOF, I have set my hand and official seal of the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2016.

ARLETHE RIOS, CLERK,
BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 05/24/2016

IGA Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable Economic Growth

Submitted By: Britt Hanson, County Attorney

Department: County Attorney

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) and By-Laws Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable Economic Growth.

Background:

Cochise County has been a member of the Arizona/New Mexico Counties Coalition for Stable Economic Growth ("Coalition") for many years. Five Arizona counties are now members, along with ten New Mexico counties.

In reviewing the Joint Powers Agreement that created the Coalition, it became clear that the way that the Coalition now operates has diverged from the procedures described in the Joint Powers Agreement. Thus, the Agreement needed to be updated to more accurately reflect how the Coalition operates in fact. The Coalition's Executive Director requested certain attorneys for some of the members to draft appropriate revisions to that agreement, as well as the corresponding by-laws. Those drafts have been reviewed and revised, and the final drafts have been discussed and approved by Coalition members. Those final drafts are attached to this agenda item for approval by the Board of Supervisors as a member of the Coalition.

For the most part, as stated, the revisions simply reflect the way the Coalition currently operates. Other revisions clarify procedures that were ambiguous or missing. One provision makes clear that only counties, as governmental entities, can be members, but does allow for participation in Coalition activities by certain NGOs.

Department's Next Steps (if approved):

Participate in the Coalition in accordance to the IGA and by-laws.

Impact of NOT Approving/Alternatives:

There would continue to be a disparity between the Coalition's Joint Powers Agreement and the way that the Coalition operates.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair, County Attorney and Clerk of the Board sign two copies of the IGA. Keep one copy and send the other to Howard Hutchinson, Executive Director of the Coalition.

Attachments

IGA Coalition of Counties

By-Laws Coalition of Counties

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

This Intergovernmental Agreement (“IGA” or “Agreement”) is hereby entered into this 1st day of July, 2016, between the undersigned Arizona and New Mexico counties (hereafter referred to collectively as the “Parties” or “Member Counties”), each of them having approved and executed this Agreement as set forth below.

RECITALS

A. **WHEREAS**, the undersigned Arizona and New Mexico member counties are public agencies authorized by A.R.S. §§ 11-951 and 11-952(A), and Sections 11-1-2 and 11-1-3, NMSA, to enter into contracts or agreements with one another or the counties of another state to jointly exercise any powers common to one another, and are further authorized to enter into agreements with one another for joint or cooperative action; and

B. **WHEREAS**, the undersigned Arizona counties are also authorized by A.R.S. §§ 11-951 and 11-952(A) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties, and

C. **WHEREAS**, the undersigned New Mexico counties similarly possess legal authority under Section 11-1-1 et seq. and *State ex rel. Educ. Assessments Sys. v. Coop. Educ. Servs. of N.M., Inc.*, 115 N.M. 196 (App. 1993) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties; and

D. **WHEREAS**, all of the parties hereto have a common interest in enhancing stable economic growth in the rural counties of Arizona and New Mexico, and desire to enter into an agreement in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies; and

E. **WHEREAS**, the joint operation of a non-profit corporation, known as the COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH (hereafter referred to as the “Coalition”), can serve as a mechanism to take legal actions where the counties hereto collectively, or any one of them would have standing to do so alone; and

F. **WHEREAS**, the member counties seek to combine forces to provide for greater efficiencies and economies of scale which will enable them to take actions collectively that might be impossible for them to do individually; and

G. **WHEREAS**, the member counties seek by this Agreement to revoke and replace that certain Joint Powers Agreement entered into by some or all of the member counties in approximately 1994 or 1995 which was intended to cover the same subject matter as this Agreement, and replace it with this Intergovernmental Agreement; and

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

H. **WHEREAS**, the Coalition is registered with the Internal Revenue Service as a 501(c)(4) not-for-profit corporation and incorporated in the State of New Mexico.

NOW THEREFORE the Parties, pursuant to the above, do mutually agree as follows:

1. Purpose & Scope. The member counties enter this agreement in order to provide for mutual and common efforts in reviewing state and federal regulatory actions potentially impacting land and wildlife resource management, as well as the potential preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies that affect the parties and the economies of the member counties.

2. Establishment of Coalition. The following member Counties do hereby agree to maintain and operate the “COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH,” which they have created and established as a non-profit corporation under the laws of the State of New Mexico and which has obtained non-profit status under Section 501(c)(4) of the Internal Revenue Code. All business conducted by the member counties pursuant to this Agreement shall be conducted in the official name of the aforementioned non-profit corporation, including any litigation pursued by the member counties pursuant to this Agreement.

3. Initial Member Counties. The following Counties shall be initial members of the Coalition as of the effective date of this Agreement upon approval of this IGA by their respective County Commission or Board of Supervisors, and the approval of the Secretary of the New Mexico Department of Finance and Administration:

- a. Catron County, New Mexico;
- b. Chaves County, New Mexico;
- c. Eddy County, New Mexico;
- d. Harding County, New Mexico;
- e. Hidalgo County, New Mexico;
- f. Lincoln County, New Mexico;
- g. McKinley County, New Mexico;
- h. Sierra County, New Mexico;
- i. Roosevelt County, New Mexico;
- j. Rio Arriba County, New Mexico;
- k. Apache County, Arizona;
- l. Cochise County, Arizona;
- m. Gila County, Arizona;
- n. Graham County, Arizona;
- o. Navajo County, Arizona.

In the event this Agreement is not ratified by all of the above counties, this Agreement shall

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

become effective as between such counties as do ratify the Agreement.

4. Addition of Members. Additional member counties may become members of the Coalition upon a majority vote of the Governing Board of the Coalition and the approval of the County Commission or Board of Supervisors. In the event an additional member joins the Coalition, that new Member shall execute a copy of this Agreement in full.

5. Corporate Governance. The Board of Supervisors or County Commission of each Member County shall appoint one representative to serve on the Board of Directors of the Coalition. Each duly appointed representative shall be either a.) an elected official of the County he or she is representing, or b.) shall be a designee of the County that he or she is representing. In governing the affairs of the Coalition, each Member County shall have one vote through its authorized representative on the Board of Directors. All matters placed in front of the Board of Directors of the Coalition shall be decided by a majority of a quorum.

a.) *Proxy Voting:* The corporate bylaws of the Coalition may allow for proxy voting, provided however, that all proxies are subject to the same requirements as noted above for the regular representatives of the Counties who sit on the Board of Directors.

b.) *Articles of Incorporation/Bylaws:* The Board of Directors of the Coalition shall be responsible for adopting, establishing, and from time to time amending as necessary, Articles of Incorporation and corporate bylaws of the Coalition. The Articles of Incorporation shall be consistent with this Intergovernmental Agreement and the laws of New Mexico, and the Bylaws shall be consistent with this Intergovernmental Agreement and the laws of Arizona and New Mexico. The Board of Directors of the Coalition shall file all required annual reports, maintain a statutory agent for service, and ensure that it otherwise conducts its affairs in accordance with the laws of the State of New Mexico and federal law.

c.) *Management of Corporate Affairs:* The Board of Directors of the Coalition shall by a majority vote of a quorum determine all matters relating to management, coordination, expenditure, purposes, administration and disbursement of all funds available and shall specify all contract terms of any contracts entered into by the Corporation.

d.) *Contracting for Services of Executive Director:* The Board of Directors of the Coalition shall also be responsible for contracting for the services of an Executive Director who shall be responsible for coordinating the activities of the Coalition, scheduling regular meetings, and otherwise carrying out the directions of the Board.

6. Advisory Members of Board of Directors. To effectuate input from citizens and groups who have an interest in providing the Member Counties information or guidance on matters of concern to the Coalition, the bylaws of the Coalition shall allow for participation by non-voting advisory members of the Board of Directors. Advisory members that may be included on the

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

Board of Directors would include, but are not necessarily limited to, representatives from the mining industry, the timber industry, the livestock industry, the sportsman industry, the outfitters industry, as well as a representative representing small business. Advisory members of the Board are not authorized to serve as Officers of the Board of Directors with the exception of the Secretary/Treasurer.

7. Annual Dues/Funding of Corporate Functions. All Member Counties shall pay corporate dues to the Coalition in the amount of \$2,600.00 commencing in 2016. The amount of annual dues may be modified from time to time by the Board of Directors of the Coalition upon a 2/3 majority vote at a duly noticed public meeting, with the new amount to take effect at the beginning of the calendar year following the vote. The Coalition shall invoice each member county for annual dues each year for dues that will be payable on the month of the anniversary of the Member County's joining.

The Coalition may additionally accept annual dues or contributions for special litigation projects from other entities, individuals, or sources as it may deem appropriate. All funds received by the Coalition shall be utilized in a manner consistent with the purposes of the Coalition set forth herein and consistent with applicable law.

The Coalition Governing Board shall develop and approve an annual budget to fund the Coalition's regular and routine activities on an annual basis each calendar year. In the event the Coalition Governing Board seeks to pursue special litigation regarding matters that the regular annual budget of the Coalition cannot support, the Governing Board may approve such litigation contingent upon the member counties Boards of Supervisors and/or County Commissions electing to participate in the litigation voting to contribute additional funds above and beyond their regular dues sufficient to support the litigation. In the event the Coalition Governing Board requests additional funding from the Counties above and beyond regular dues for special litigation projects, such request shall be accompanied by a litigation plan specifically setting forth:

- a.) The purpose of the litigation;
- b.) The potential benefit to the member counties from if they pursue the litigation;
- c.) The anticipated budget for the litigation;
- d.) The name of the attorney who will be responsible for the litigation;
- e.) An assessment of the chances for success if the litigation is pursued.
- f.) No litigation shall be initiated by the Coalition Governing Board without a sufficient commitment for funding from the member organizations electing to pursue the litigation.

The Coalition Governing Board shall not give final approval or commit the Coalition to litigation without sufficient financial commitments from the Member Counties and organizations electing

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

to pursue the litigation sufficient to support the litigation. The parties hereto agree that should the Coalition initiate litigation that results in a Judgment for costs or attorney's fees, only the Member Counties and organizations electing to pursue the litigation shall equally contribute to funding the Coalition in an amount sufficient to cover the Judgment.

8. Procurement and Financial Reporting. As a quasi-governmental entity that is responsible for the spending of public monies, the Coalition Governing Board shall comply with the requirements of New Mexico law governing procurement that would be applicable to the member New Mexico counties. All contracts entered into by the Coalition shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

No later than January 31st of each year the Coalition Governing Board shall provide the Clerk of the Board of each County Commission or Board of Supervisors a comprehensive financial statement for the preceding calendar year (January 1 through December 31st), as well as a report regarding the Coalition's activities during the previous year, including the status, cost and outcome of litigation. The Coalition Governing Board shall also cause a financial review of its books to be conducted at least bi-annually by a certified public accountant. The most recent such financial review shall be shared with the Member Counties as part of the comprehensive financial statement.

Notwithstanding other provisions in this Agreement, pursuant to A.R.S. §§ 35-214 and 35-215, and the New Mexico Public Records Act (NMSA 1.15.3-1.15.4), the books, accounts and financial records of the Coalition shall be available for inspection by any member county or state agencies with the authority to audit for a period of five years.

9. Insurance. The Coalition, as a separate legal entity from any of the Member Counties, shall obtain general liability insurance to protect itself and the member counties from legal liability connected to the activities of the Coalition. The Executive Director of the Coalition shall provide proof of said insurance, which shall name each Member County as a co-insured on the insurance policy. Proof of said insurance shall be included annually as an addendum to the financial report provided to each Member County.

10. Record Retention and Access. The Coalition Governing Board and Executive Director thereof shall be responsible for maintaining all records of the Coalition in compliance with the laws of the both the States of New Mexico or Arizona that is applicable to counties. In the event of a conflict of the law between the two states regarding how long a particular record shall be maintained, the records shall be held by the Coalition for the longer period of time required by the laws of the two states.

The parties hereto recognize that records of the Coalition are generally subject to the New Mexico Inspection of Public Records Act (NMSA 1978, 14-2-1 et. Seq.) and Arizona's public records law, A.R.S. § 39-121 et seq. The Coalition's Executive Director shall serve as records

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

custodian for purposes of such public records laws. The Coalition's Executive Director shall be responsible for responding to all public records requests made under the laws of either the State of Arizona or New Mexico. Any public records requests for corporate records of the Coalition records received by the member counties shall be promptly forwarded to the Coalition's Executive Director for response. All parties hereto recognize that action of the Coalition may involve pending litigation and attorney-client matters and that all meetings and records involving privileged attorney-client communications are protected from public disclosure by the laws of the States of New Mexico and Arizona. All parties will endeavor to protect all privileged communications, information, documents and records involving the functions of the Coalition. It is also recognized by the parties that such privileged communications, information, documents and records may be protected as attorney's work product for litigation purposes.

11. Open Meeting Law. All proceedings pursuant to or in furtherance of the Agreement are subject to and shall be conducted in accordance with the Arizona Open Meeting Law (A.R.S. § 38-431 et. seq.) and the New Mexico Open Meetings Act (NMSA 1978, section 10-15-1 et. seq.). In the event of a conflict between the open meeting laws of the two states, the open meeting laws of the State of New Mexico shall govern. Agendas/Minutes/Recordings of meeting shall be made publicly accessible on the Coalitions website. Each individual party to this Agreement shall be responsible for posting of Coalition agendas/minutes/recordings as may be required by the laws of their particular State, and the Coalition shall make copies of such records available to the Member Counties for such purposes.

Each member of the Board of Directors of the Coalition and the Executive Director thereof shall attend at least one Open Meeting law training regarding the New Mexico Open Meetings Act on a bi-annual basis. Such training may be provided by a legal representative of one of the New Mexico Member Counties or the Coalition Governing Board may make such other arrangements as may be appropriate to meet this requirement. The Coalition shall fund the training for the Executive Director.

12. Effective Date and Term. This IGA shall be deemed to be effective as of April 1, 2016 and shall continue for a period of ten years until December 31, 2025 unless, prior to the expiration of this period, this Agreement is extended or terminated as provided herein. In the event the IGA is not approved by all the contemplated parties by January 1, 2016, it shall become effective as between all signatory counties on that date.

13. Renewal. This IGA shall renew automatically upon the natural expiration of the Agreement for a term of five additional years unless the Agreement is terminated by the parties.

14. Termination. By majority vote of the Board of Directors of the Coalition at a properly noticed public meeting, or in the event the majority of the member Boards of Supervisors and Boards of County Commissioners vote to do so, this Agreement may be terminated. In the event of termination, the Board of Directors and the Coalition shall continue to exist for the limited

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

purposes of winding up outstanding corporate business and divesting the Coalition of all remaining corporate assets. Upon the termination of the Coalition and after all obligations of the corporation have been satisfied, any remaining proceeds and property of the Coalition shall be divided equally amongst all remaining member Counties. Any individual member may terminate its participation in this Agreement by thirty day advance written notice. Any decision to terminate, by a member county shall not relieve that County of any obligation to the Coalition incurred prior to such termination. In the event of termination by one Member County, the Coalition shall continue to exist as between the remaining member Counties.

Member Counties may also be terminated from the Coalition by a 2/3 vote of the Governing Board for non-payment of dues in the event dues are not received within six months of the date they are due.

15. Legal Counsel for Coalition. In addition to hiring legal counsel from time to time in order pursue litigation in the name of the Coalition, when the Coalition Governing Board and/or Executive Director deem it necessary and advisable, the Coalition may retain legal counsel to obtain advice regarding the conduct of the Coalition's regular business.

16. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of the parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this IGA. Subject to the above limitation, each party shall only be liable for its own acts or omissions. The privileges and immunities of the Member Counties are only waived to the extent afforded by the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 et seq.) and A.R.S. §§ 12-820 through 12-826 et seq.

17. Termination for Conflict of Interest/Governmental Misconduct. As to the Arizona parties, notice is hereby given that this contract is subject to cancellation for conflict of interest according to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. As to the New Mexico parties, the Agreement may be terminated for any acts or omissions by any of the parties or its representatives, agents, or employees that would violate the statutory prohibitions against conflicts of interest and ethical requirements of the New Mexico Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq., which is incorporated herein by reference.

18. Nonassignability. No party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

19. Compliance with Laws/Applicable Law. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

designated within this IGA. The laws and regulations of the State of New Mexico and Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder, unless in the event of a conflict of laws between the State of Arizona and New Mexico, in which case the laws of New Mexico shall govern. Any action relating to this IGA shall be brought in the Courts of the State of New Mexico.

20. Rights/Obligations of Parties Only. The terms of the IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liabilities of any of the parties to this IGA by imposing any standard of care different from the standard of care imposed by law.

21. Entire IGA. This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.

22. Severability. The parties agree that should any part of this IGA be held invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

23. Non-Appropriation. Every payment obligation of the under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature, board of supervisors, or county commission resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the parties at the end of the period for which funds are available. No liability shall accrue to the parties in the event this provision is exercised, and no subdivision or agency of the State of Arizona or New Mexico shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Signatory Counties' employees. No Signatory County shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. Indemnification. Each party (as "Indemnitor"), except as limited by N.M. Const. art. IX, §§ 8, 11-13, agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission,

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

26. Notice. Any notice required or permitted to be given under this IGA shall, unless indicated otherwise in this IGA, be in writing and shall be served by delivery or by certified mail upon the other parties at the addresses listed on the signature page (or at such other address as may be identified by a party in writing to the other Signatory Counties).

27. E-Verify. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a. The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”)

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the offending party may be subject to penalties up to and including termination of the Agreement.

c. Each party retains the legal right to inspect the papers of any employee who works pursuant to this agreement to ensure that the party or its subcontractor is complying with the warranty under this paragraph.

28. Execution of Agreement/Counterparts. This Agreement may be executed in counterpart, each Signatory County to complete a “County Signature Page”. The executed counterparts together with this document shall be considered as one document.

The Executive Director of the Coalition shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file as part of the records of the Coalition.

29. Authorization. Pursuant to A.R.S. § 11-952(A), each party to this Agreement warrants to the other parties that the appropriate governing body of the party has authorized this Agreement.

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**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

CATRON COUNTY

In Witness Whereof, Catron County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Catron County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Catron County

Date: _____

NOTICE ADDRESS FOR CATRON COUNTY

Catron County
Attn: Board of County Commissioners
P.O. Box 507
Reserve, New Mexico, 87830

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

CHAVES COUNTY

In Witness Whereof, Chaves County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Chaves County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Chaves County

Date: _____

NOTICE ADDRESS FOR CHAVES COUNTY

Chaves County
Attn: Board of County Commissioners
P.O. Box 1817
Roswell, New Mexico, 88201

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

EDDY COUNTY

In Witness Whereof, Eddy County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Eddy County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Eddy County

Date: _____

NOTICE ADDRESS FOR EDDY COUNTY

Eddy County
Attn: Board of County Commissioners
P.O. Box 1139
Carlsbad, New Mexico, 88221

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

HARDING COUNTY

In Witness Whereof, Harding County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Harding County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Harding County

Date: _____

NOTICE ADDRESS FOR HARDING COUNTY

Harding County
Attn: Board of County Commissioners
P.O. Box 1002
Mosquero, New Mexico, 87733

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

HIDALGO COUNTY

In Witness Whereof, Hidalgo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Hidalgo County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Hidalgo County

Date: _____

NOTICE ADDRESS FOR HIDALGO COUNTY

Hidalgo County
Attn: Board of County Commissioners
300 S. Shakespeare
 Lordsburg, New Mexico, 88045

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

LINCOLN COUNTY

In Witness Whereof, Lincoln County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of County Commissioners, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Lincoln County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Lincoln County

Date: _____

NOTICE ADDRESS FOR LINCOLN COUNTY

Lincoln County
Attn: Board of County Commissioners
P.O. Box 711
Carrizozo, NM 88301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

MCKINLEY COUNTY

In Witness Whereof, McKinley County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, McKinley County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for McKinley County

Date: _____

NOTICE ADDRESS FOR MCKINLEY COUNTY

McKinley County
Attn: Board of County Commissioners
207 W. Hill St.
Gallup, New Mexico, 87301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

SIERRA COUNTY

In Witness Whereof, Sierra County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Sierra County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Sierra County

Date: _____

NOTICE ADDRESS FOR SIERRA COUNTY

Sierra County
Attn: Board of County Commissioners
311 Date St.
Truth or Consequences, New Mexico, 87901

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

RIO ARRIBA COUNTY

In Witness Whereof, Rio Arriba County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Rio Arriba County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Rio Arriba County

Date: _____

NOTICE ADDRESS FOR RIO ARRIBA COUNTY

Rio Arriba County
Attn: Board of County Commissioners
P.O. Box 1256
Española, New Mexico, 87532

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

ROOSEVELT COUNTY

In Witness Whereof, Roosevelt County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Roosevelt County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Roosevelt County

Date: _____

NOTICE ADDRESS FOR ROOSEVELT COUNTY

Roosevelt County
Attn: Board of County Commissioners
109 W. 1st St.
Portales, New Mexico, 88130

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

APACHE COUNTY

In Witness Whereof, Apache County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Apache County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Apache Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Apache County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR APACHE COUNTY

Apache County
Attn: Board of Supervisors
P.O. Box 337
St. John's, AZ 85936

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

COCHISE COUNTY

In Witness Whereof, Cochise County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Cochise County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Cochise Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Cochise County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR COCHISE COUNTY

Cochise County
Attn: Board of Supervisors
P.O. Box 225
Bisbee, AZ 85603

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

GILA COUNTY

In Witness Whereof, Gila County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Gila County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Gila County Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Gila County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR GILA COUNTY

Gila County
Attn: Board of Supervisors
1400 East Ash Street
Globe, AZ 85501

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

GRAHAM COUNTY

In Witness Whereof, Graham County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Graham County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Graham County Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Graham County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR GRAHAM COUNTY

Graham County
Attn: Board of Supervisors
800 Main St.
Safford, AZ 85546

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

COUNTY SIGNATURE PAGE

NAVAJO COUNTY

In Witness Whereof, Navajo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Navajo County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Navajo Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Navajo County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR NAVAJO COUNTY

Navajo County
Attn: Board of Supervisors
P.O. Box 668
Holbrook, AZ 86025

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

Approval of Department of Finance and Administration

Date:

BYLAWS OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

ARTICLE I – NAME OF CORPORATION AND PURPOSE

The name of the corporation is the “Coalition of Arizona/New Mexico Counties for Stable Economic Growth.” The Corporation may be referred to herein by that name or as the “Coalition.” The purpose of this non-profit corporation is to provide for stable economic growth in the Member Counties through mutual and common efforts in reviewing state and federal regulatory actions potentially impacting land and wildlife resource management, as well as the potential preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies that affect the parties and the economies of the member counties.

ARTICLE II – BOARD OF DIRECTORS

Section 2.1 Conduct of Business. Policies of the Coalition shall be set by the Board of Directors and shall be consistent with the underlying Intergovernmental Agreement between the Member Counties creating the Coalition.

Section 2.2. Voting Members of Board of Directors. The Directors of the Corporation shall consist of one voting representative from each of the dues paying Member Counties whom have executed the Intergovernmental Agreement Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable Economic Growth. As provided in that Intergovernmental Agreement, the Board of Supervisors or County Commissioners of each Member County shall appoint one representative to serve on the Board of Directors of the Coalition. Each duly appointed representative shall be either a.) an elected official of the County he or she is representing, or b.) shall be a designee of the County that he or she is representing.

Section 2.3. Non-Voting Members of Board of Directors. In addition to the voting members of the Board of Directors, the Board shall also include non-voting representatives from agriculture, the mining industry, the timber industry, the livestock industry, the sportsman industry, the outfitters industry, as well as small business. Advisory members of the Board are not authorized to serve as Officers of the Board of Directors other than the Secretary and Treasurer.

The non-voting members of the Governing Board shall constitute a standing committee which shall advise the voting members of the concerns and viewpoints of private businesses and industry.

Section 2.4 Duration of Term on Board of Directors. Each member of the Board of Directors shall serve until their successors are duly appointed by the relevant Member County and notice thereof is given to the Secretary of the Board of Directors.

Section 2.4 Quorum and Proxies. A majority of Directors in office shall constitute a quorum for all purposes at any meeting of the Board of Directors. The Board shall act by a majority of votes cast, each Director casting one vote. Proxies voting shall be allowed consistent with the provisions of the Intergovernmental Agreement of the Member Counties forming the Corporation.

Section 2.5 Meetings. Meetings of the Board of Directors may be held at any time or place upon the call of the President or the Vice-President or at the written request of three (3) Directors, provided however, that at least one meeting must be held on an annual basis.

Section 2.6 Minutes. The Board shall keep minutes of all meetings of the body to include, but not necessarily be limited to, the names of the Directors in attendance, the topics discussed, the decisions reached and taken, the target dates for implementation and recommendations, a status report of ongoing programs, and all items required by the open meeting laws of the State of New Mexico and the State of Arizona. All meetings shall be recorded and the recordings shall be maintained a minimum of two years.

Section 2.7 Notice and Agenda. The President or Secretary of the Board shall give notice of the time and place of each Board meeting. All meeting notices and agendas shall be posted on the Coalition's website and be issued to each member of the Board of Directors at least seven (7) days prior to the meeting date. Additionally, notices and agendas shall comply with the minimum requirements of the open meeting laws of the State of New Mexico and the State of Arizona.

Section 2.8 Vacancy. In case of a vacancy of a voting member of the Board of Directors, the vacant position shall continue until a successor is appointed by the relevant County Commission or Board of Supervisors. In the interim period of time, the vacant board position shall not be counted in calculating the number of members required for a quorum.

Section 2.9 Compensation. Directors shall not receive any salary for their services. Actual, necessary and reasonable expenses may be allowed upon prior specific authorization by the Board.

Section 2.10 Powers. The Board shall have the authority for the overall operation of the Coalition of Counties, including authority over all funds, staff, equipment, supplies, facilities and programs of the

Coalition of Counties.

Section 2.11 Duties. The Board's duties shall include, but not necessarily be limited to the following matters to the extent they are consistent with the purposes set forth in these bylaws and the Intergovernmental Agreement adopted by the Member Counties:

- A. Adoption, review and revision of the Coalition of Counties Bylaws and Policies.
- B. Establishment of programs designed to recognize and maintain stable economic growth within rural counties.
- C. Establishing and reviewing an annual budget and required dues from members in order to carry out the objectives of the Coalition.
- D. Reviewing and approving all contracts between the Coalition of Counties and any agency, entity, contractor or subcontractor.
- E. Commenting and lobbying when deemed necessary and advisable on proposed federal or state regulations impacting land use or wildlife management within the Member Counties;
- F. Authorizing litigation when deemed necessary and advisable, and consistent with the limitations set forth in the Intergovernmental Agreement between the Member Counties, in matters connected to federal or state regulations impacting land use or wildlife management within the Member Counties.
- G. Approving the contract of an individual to serve as the Executive Director of the Coalition, and supervising the work of the Executive Director as necessary;
- H. Hiring a Certified Public Accountant to conduct bi-annual financial reviews of the Coalition's books and finances;
- I. Ensuring that the Coalition follows the requirements of the laws of the State of New Mexico and the State of Arizona with regard to maintaining public records and conducting open meetings.

ARTICLE III – OFFICERS OF THE BOARD OF DIRECTORS

Section 3.1 Officers. The Officers of the Coalition of Counties shall consist of a President, Vice President, Secretary and Treasurer, all of whom with the exception of the Secretary and Treasurer shall be voting members of the Board of Directors. The Officers shall be elected by the Board of Directors at the annual meeting of the Members. Other offices may be created and filled by the Board of Directors

and shall have such authority and shall perform such duties as maybe prescribed by the Board. Any two or more offices may be held by the same person except the offices of President and Vice President. In addition, the President and Vice President shall represent different states.

Section 3.2 President. The President shall be the Chief Executive Officer, and shall preside at all meetings of the Board of Directors; shall be an ex officio member of all committees; shall be responsible for seeing that the actions of the Board are carried into effect; and shall have such other powers and perform such other duties as may be assigned by the Board of Directors.

Section 3.3 Vice President. The Vice President, in the temporary absence or disability of the President, shall chair the meetings of the Board of Directors; and shall have other powers and perform such other duties as may be assigned by the President or Board of Directors.

Section 3.4 Secretary. The Secretary shall be responsible for seeing that the notices of all meetings of the Board of Directors are issued and that the minutes of each meeting are kept. The Secretary shall also be responsible for the custody of the Coalition of Counties records, book and seal; shall exercise the powers and perform such other duties usually incident to the office of Secretary, and shall exercise such other powers and perform such other duties as may be assigned by the President or Board of Directors.

Section 3.5 Treasurer. The Treasurer shall be responsible for monitoring all fiscal policies and procedures of the Coalition of Counties. The Treasurer shall keep an accurate account of all monies received and paid out; shall take custody of all monies and securities; and shall prepare and/or issue all financial statements and reports. The Treasurer shall also exercise the powers and perform such other duties usually incident to the office of Treasurer; and shall exercise such powers and perform such other duties as may be assigned by the President or Board of Directors.

Section 3.6 Removal of Officers. Any Officer elected or appointed may be removed by the majority vote of the Board of Directors whenever, in their sole and independent judgment, the best interests of the Coalition of Counties will be served by removal. Neither election nor appointment of any Officer shall, in and of itself, create any contractual rights.

Section 3.7 Resignation, Disability or Death. Upon the resignation, disability or death of any Officer, the Board of Directors may appoint the successor to such office until the next scheduled election.

ARTICLE IV – STANDING AND AD HOC COMMITTEES

Section 4.1 Establishment. Standing and/or ad hoc committees may be established and/or dissolved by

the Board of Directors at any time. The membership of such a committee shall be appointed by the President. All committees shall be comprised of at least one (1) voting member of the Board of Directors and/or other general members of the Coalition of Counties.

Section 4.2 Powers. Standing and/or ad hoc committees shall have the authority to study matters requested by the Board of Directors and report to the Board as reasonable and necessary on all matters consistent with the purpose of the committee. Recommendations made to the Board of Directors are non-binding.

Section 4.3 Meetings of Committees and Quorum. A majority of members of a standing or ad hoc committee shall constitute a quorum. Committees shall meet on an as-needed basis and all meetings shall be chaired by a chairperson who is appointed by a majority vote of the members of the committee. Meetings may be held in person or through electronic device.

ARTICLE V – MEMBERSHIP

Section 5.1 Membership. Membership in the Coalition of Counties shall be as dictated in the Intergovernmental Agreement between the Counties to create and operate the Coalition of Arizona/New Mexico Counties for Stable Economic Growth. Each Member County shall have one voting member on the Board of Directors. Advisory members of the Board may also participate on the Coalition Governing Board as dictated by the Intergovernmental Agreement.

Section 5.2 Annual Meeting. The annual meeting of the Members of the Coalition of Counties shall be held on a date in March each year at such time and place as the Board may determine, for the purpose of electing Officers and for the transaction of such other business as may properly be brought before the Board.

Section 5.3 Annual Report. The Board shall approve an annual report to the Members at the annual meeting that shall include, but not necessarily be limited to the following: full disclosure of the names and addresses of all Directors and Officers of the Coalition of Counties, the financial status of the Coalition of Counties, and the activities of the Coalition of Counties.

ARTICLE VI – FISCAL MATTERS

Section 6.1 Fiscal Year. The fiscal year of the Coalition of Counties shall be from January 1 through December 31st annually.

Section 6.2 Annual Fees. The Coalition Governing Board shall establish, and each Member of the

Coalition shall pay on a timely basis, the annual dues established by the Coalition as provided in the Intergovernmental Agreement.

Section 6.3 Contributions. The Board may also accept contributions, donations, gifts and bequests from companies, organizations, entities and individuals for the purpose of carrying on the business of the Coalition as it deems appropriate to be utilized in a manner consistent with the purpose of the Coalition. The Board may direct that special project money be collected for use only for that named project.

Section 6.4 Depositories. All funds of the Coalition of Counties shall be deposited to the credit of the Coalition of Counties under such conditions and in such financial institutions as may be designated by the Board of Directors.

Section 6.5 Approved Signatories. All contracts, checks and orders for the payment, receipt or deposit of money, and access to securities of the Coalition of Counties shall be executed and delivered as provided by the resolution of the Board of Directors. All checks issued by the Coalition shall be signed by either two Officers or one Officer and the organization's Executive Director.

Section 6.6 Bonding. All persons having access to, or major responsibility for, the handling of monies and securities of the Coalition of Counties may be bonded as provided by resolution of the Board of Directors.

Section 6.7 Budget. The annual budget of estimated income and expenditures shall be approved by the Board of Directors. No expenses shall be incurred in excess of budgetary appropriations without prior approval of the Board of Directors.

Section 6.8 Comprehensive Financial Statement. No later than January 31st of each year the Coalition Governing Board shall approve and provide the Clerk of the Board of each County Commission or Board of Supervisors a comprehensive financial statement for the preceding calendar year (January 1 through December 31st), as well as a report regarding the Coalition's activities during the previous year. The Coalition Governing Board shall also cause a financial review of its books to be conducted at least bi-annually by a certified public accountant. The most recent such financial review shall be shared with the Member Counties as part of the comprehensive financial statement.

ARTICLE VII – PROPERTY INTERESTS, NON LIABILITY AND PROHIBITION OF CERTAIN LOANS

Section 7.1 Property Interest of Directors and Officers. No Director or Officer of the Coalition of Counties shall have any right, title or interest in or to any property or assets of the Coalition of Counties, either prior to or at the time of any liquidation of the Coalition of Counties. All properties and assets controlled by the Coalition of Counties at the time of liquidation or dissolution shall be disbursed consistent with the Intergovernmental Agreement between the parties to create and operate the Coalition.

Section 7.2 Non-Liability for Debts. The private property of the Directors and Officers shall be exempt from execution or other liability for any debts of the Coalition of Counties. No Director or Officer shall be liable or responsible for any debts or liabilities of the Coalition of Counties.

Section 7.3 Indemnification. All Directors, Officers, employees or agents of the Coalition of Counties shall be indemnified by the Coalition of Counties to the fullest extent permitted by law.

Section 7.4 Prohibition of Certain Loans. The Coalition of Counties shall not lend money or use its credit to assist its Directors, Officers, agents or employees. Any such transaction is prohibited and any Director or Officer who assents to or participates in such transaction shall be personally liable to the Coalition of Counties.

ARTICLE VIII – AMENDMENTS

After seven (7) days written notice to the members of the Board of Directors setting forth any proposal, amendment, alteration or repeal of all or any part of these bylaws, these bylaws may be altered, amended or repealed by the affirmative vote of a majority of the full Board of Directors at any regular or special meeting so noticed. Any alterations or amendments of these bylaws must be consistent with the Intergovernmental Agreement of the Member Counties governing the creation and operation of the Coalition.

APPROVED by the Board of Directors this 5th day of May, 2016.

ATTEST:

President of the Coalition

Secretary of the Coalition

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 05/24/2016

MOU Sierra Vista and County for a Regional Joint Communications Center

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy County Attorney

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a Memorandum of Understanding (MOU) between Cochise County and the City of Sierra Vista to support the development of a Regional Joint Communications Center.

Background:

The County and City want to create a joint regional dispatch center to create partnerships within the county that benefit all residents when it comes to emergency responses.

Department's Next Steps (if approved):

Reach out to other cities to discuss more partnerships.

Impact of NOT Approving/Alternatives:

The County will not be able to partner with the City for dispatch services.

To BOS Staff: Document Disposition/Follow-Up:

Send one fully executed original to the City of Sierra Vista.

Attachments

MOU for Regional Communications Center

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
COCHISE COUNTY AND THE CITY OF SIERRA VISTA
SUPPORTING THE DEVELOPMENT OF
A REGIONAL JOINT COMMUNICATIONS CENTER FOR COCHISE COUNTY**

WHEREAS, Cochise County ("the County") and the City of Sierra Vista ("the City") have a strong partnership as local governments, with numerous examples of cooperative ventures that serve the best interests of each jurisdiction's citizens; and

WHEREAS, such joint ventures have contributed to more efficient service delivery and cost savings by both governmental entities over the years; and

WHEREAS, the City and the County currently offer 911 service and emergency dispatching to residents of their respective jurisdictions and to its public safety personnel; and both jurisdictions provide similar service to additional governmental entities; and

WHEREAS, the improvement and updating of communications technology has provided an opportunity to explore efficiencies that could be realized by both jurisdictions; and

WHEREAS, a generous benefactor has donated communications equipment and infrastructure to Cochise County over the past five years and has committed additional funds to further improve and enhance efficiencies; and

WHEREAS, Governor Ducey has granted a total of \$1.5 million to Cochise County for the establishment of a Regional Joint Communications Center; and

WHEREAS, together with the partnership of the Cochise County Sheriff, the County and City acknowledge that combining dispatching services into one facility where the City is an active partner in its operation would be beneficial to residents of both jurisdictions and further agree that approval of this MOU will lay the groundwork for a future Intergovernmental Agreement and Operational Agreement by providing a commitment by both organizations to pursue a Regional Joint Communications Center.

NOW THEREFORE, both parties agree to the following:

- A. County and City agree to work together in good faith to identify and resolve all issues associated with the combining of two emergency communications centers into one. Both entities agree that at a minimum, the following issues will be decided jointly:
 - 1) Selection of equipment and software utilized within and in support of facility.
 - 2) Approval of building layout, equipment and furnishings.
 - 3) Method, timing and procedures for transitioning equipment, data and personnel.
 - 4) Development of formula for cost sharing and additional service agreements.

- B. County and City agree in principle that the operational expenses of the Regional Joint Communications Center will be shared on a fair and equitable level, and that both jurisdictions will work in good faith to develop a formula agreeable to both entities that recognizes at a minimum scope of responsibility and call load.
- C. County and City agree in principle that other governmental jurisdictions desiring service from the Joint Regional Communications Center will contribute toward the operational expenses on a fair and equitable basis within the parameters of state law, and that any current customers of the City will transition to the new joint facility.
- D. County and City agree that prior to operation, both entities must approve an Intergovernmental Agreement that more specifically outlines the responsibilities and agreements between the two jurisdictions, to include establishment of a joint oversight body that will administer the budget, establish policies, and monitor operations. County stipulates that said IGA will not be approved until such time as the City and the Cochise County Sheriff have developed and agreed to an operational agreement that specifies the day to day operations of the Regional Joint Communications Center. It is expected and understood that such IGA will provide that the County Sheriff will have operational control, with oversight and input by the City, and any other cities that participate in the Regional Communications Center.
- E. City agrees to contribute up to \$250,000 toward the initial establishment of the Regional Joint Communications Center in either cash or purchased goods or services. City also agrees to waive any building permit and inspection fees.
- F. County and City agree that any initial financial impacts to modifying the State Public Safety Answering Point (PSAP) shall be incorporated into the overall project cost, where feasible.
- G. County and City agree that day to day operations will be managed by the Cochise County Sheriff's Office, but that the City shall have authority to negotiate specified service levels and methods as they relate to City personnel and residents.
- H. County authorizes the County Administrator or his designee, and City authorizes the City Manager or his designee to represent each jurisdiction in the oversight, negotiation, and implementation of the Regional Joint Communications Center, to include resolution of issues not specifically identified in this MOU.

This MOU shall take effect on the date it is entered into below. It shall remain in effect unless terminated by either party, or superseded by an Intergovernmental Agreement as specified in Section D.

Executed on the dates specified by each jurisdiction:

BY: COUNTY OF COCHISE

APPROVED _____ day of May, 2016

Richard Searle
Chair, Board of Supervisors

ATTEST:

By: _____
Arlethe Rios
Cochise County Clerk of the Board

BY: CITY OF SIERRA VISTA

APPROVED _____ day of May, 2016

Frederick W. Mueller
Mayor

By: _____
Jill Adams
Sierra Vista City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED BY THE
LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

APPROVED:
COUNTY OF COCHISE

APPROVED:
CITY OF SIERRA VISTA

By: _____
Britt Hanson, Chief Civil Deputy
Cochise County Attorney

By: _____
Nathan Williams, City Attorney

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 05/24/2016

S-99-01 Foremost Amended Subdivision Plat Abandonment

Submitted By: Jim Henry, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Jim Henry**TITLE of PRESENTER:** Planner I**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Adopt Resolution 16-15 to abandon the Foremost Amended Subdivision Plat and the Assurance Agreement per the request of the property owner Mr. Nuri Muhammad.

Background:

The Foremost Subdivision is a 28-lot subdivision located east of US Highway 191 approximately 2.5 miles east of the intersection of E. Birch Road and US Highway 191 northeast of Sunsites; a portion of the northeast quarter of Section 09, Township 17 South, Range 25 East, of the G.&S.R.M.
All 28 lots are vacant and no improvements have been completed.

Department's Next Steps (if approved):

Once the resolution and plat have been signed by the Board of Supervisors and the Clerk of the Board. The next step for the Community Development Dept. will be to record the Abandonment Plat and the Resolution, which will authorize the abandonment.

Impact of NOT Approving/Alternatives:

The Subdivision will remain in its platted condition with no improvements and an expired Assurance Agreement.

To BOS Staff: Document Disposition/Follow-Up:

Please sign and record the Resolution and return to Jim Henry. Please contact Jim Henry when the Abandonment Myler is signed - he will record them.

AttachmentsPresentationDocket S-99-01 Foremost Amended Subdivision Plat AbandonmentForemost Amended Subdivision Final Plat and Abandonment PlatForemost Amended Subdivision Abandonment Resolution2007 Assurance Agreement2010 Assurance Agreement Extension

COCHISE COUNTY

S-99-01

Foremost Amended Subdivision

Request to abandon the Foremost Amended
Subdivision Plat and the Assurance Agreement

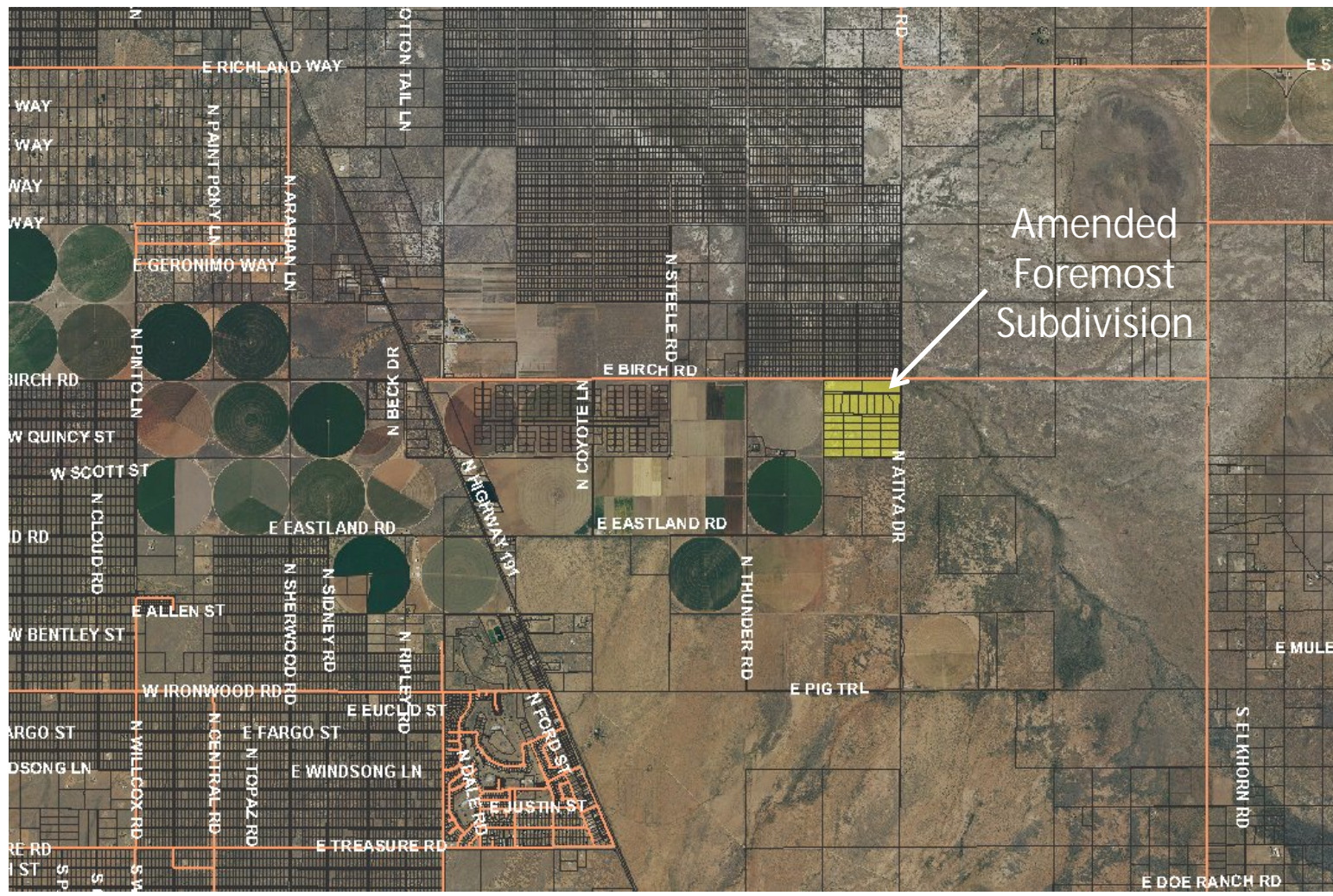
Board of Supervisors May 24, 2016



Public Programs...Personal Service

COCHISE COUNTY

Location



Public Programs...Personal Service



COCHISE COUNTY

History

- 8/11/1999 – The Planning and Zoning Commission approved a Special Use permit for a private school and airstrip
- 11/27/2001 – Foremost Subdivision Final Plat (cluster residential subdivision option) approved by the Board of Supervisors recorded in book 14 pages 63 and 63A
- 12/03/2001 – The Foremost Subdivision Assurance Agreement was recorded, Cochise County Recorder; beneficiary Nuri Muhammad and Kaliqah Muhammad
- 11/27/2004 – The first Assurance Agreement for subdivision improvements expired



COCHISE COUNTY

History

- 10/25/2005 – The Board of Supervisors conditionally approved a waiver to §302 of the Subdivision Regulations allowing submittal of a new Foremost Subdivision Final Plat, not in substantial conformance with the Tentative Plat (renamed to Foremost Amended Subdivision)
- 4/12/2007 – A second Assurance Agreement was recorded for Foremost Amended Subdivision improvements recorded, Cochise County Recorder; beneficiary Nuri and Kalilah D. Muhammad Family
- 12/11/2007 – Foremost Amended Final Plat approved by Board of Supervisors
- 12/14/2007 – Foremost Amended Final Plat recorded, Book 15, pages 88, 88A, and 88B, Cochise County Recorder



COCHISE COUNTY

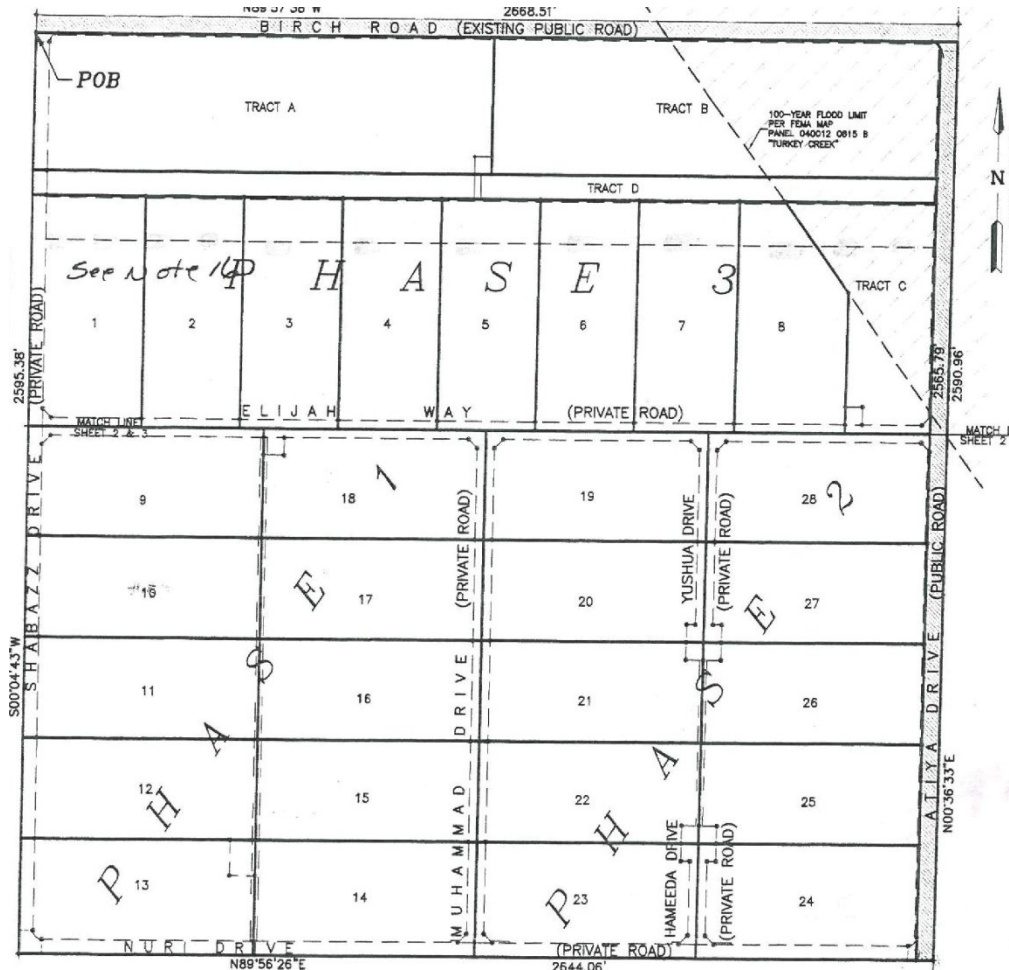
History

- 4/12/2010 – The second Assurance Agreement expired
- 10/06/2010 – Assurance Agreement Extension for Foremost Amended Subdivision improvements recorded, Cochise County Recorder; beneficiary Nuri Muhammad
- 12/14/2011 – Assurance Agreement Extension for subdivision improvements expired
- 2012 – Mr. Muhammad's first attempt to abandon the subdivision
- 2014 – Abandonment plat received and accepted by the County abandonment postponed due to the parcels being in back taxes
- 2/2016 – Mr. Muhammad paid the back taxes and all of the parcels within the subdivision are now current



COCHISE COUNTY

Recorded Final Plat

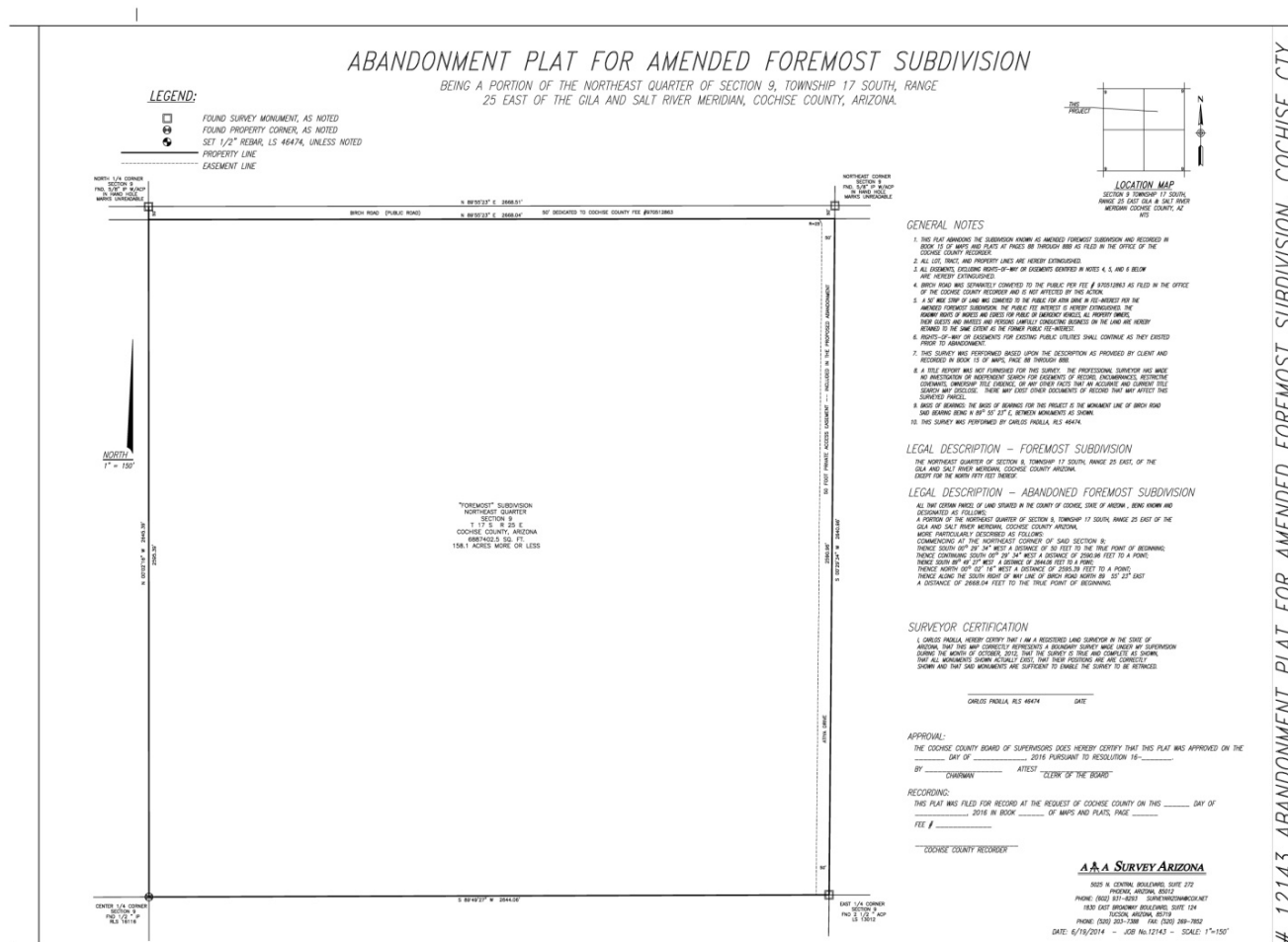


28 lots includes four tracts as noted on the plat as tracts A, B, C, and D

The Total Area = 158.1 Acres



After Abandonment



COCHISE COUNTY

Discussion



COCHISE COUNTY

Recommendation: Approval

The Planning Department recommends that the Board of Supervisors Approve the abandonment of Foremost Amended Subdivision and the Assurance Agreement and authorize the Chairman to sign the Abandonment Plat of Foremost Amended Subdivision.





COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Jim Vlahovich, County Administrator
FROM: Jim Henry, Planner I
FOR: Paul Esparza, AICP, Planning Director
SUBJECT: Docket S-99-01 Foremost Amended Subdivision Plat Abandonment
DATE: May 10, 2016 for the May 24, 2016 meeting

I. REQUEST FOR PLAT ABANDONMENT

This is a request to abandon the Foremost Amended Subdivision Plat, and the Assurance Agreement per the request of the property owner Mr. Nuri Muhammad. The Foremost Subdivision is a 28-lot subdivision located east of US Highway 191 approximately 2.5 miles east of the intersection of E. Birch Road and US Highway 191 northeast of Sunsites; a portion of the northeast quarter of Section 09, Township 17 South, Range 25 East, of the G.&S.R.M. All 28 lots are vacant and no improvements have been completed.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Subdivision Size: 158.1 Acres
Zoning: RU-4 (Rural, minimum lot size 4 acres)
Growth Area: D-Rural
Comprehensive Plan Designation: D-Rural
Area Plan: None
Existing Uses: Vacant 28-lot subdivision
Type of Subdivision: Standard Subdivision
Flood Zone: X / A

| Relation to Subject Subdivision | Zoning District | Use of Property |
|---------------------------------|-----------------|---------------------------|
| North | SR-22 | Arizona Sun Sites Unit 10 |
| South | RU-4 | Vacant |
| East | RU-4 | State of Arizona |
| West | RU-4 | Vacant |

III. SUBDIVISION HISTORY

8/11/1999 – The Planning and Zoning Commission approved a Special Use permit for a private school and airstrip

11/27/2001 – Foremost Subdivision Final Plat (cluster residential subdivision option) approved by the Board of Supervisors recorded in book 14 pages 63 and 63A

12/03/2001 – The Foremost Subdivision Assurance Agreement was recorded, Cochise County Recorder; beneficiary Nuri Muhammad and Kaliqah Muhammad

11/27/2004 – The first Assurance Agreement for subdivision improvements expired

10/25/2005 – The Board of Supervisors conditionally approved a waiver to §302 of the Subdivision Regulations allowing submittal of a new Foremost Subdivision Final Plat, not in substantial conformance with the Tentative Plat (renamed to Foremost Amended Subdivision)

4/12/2007 – A second Assurance Agreement was recorded for Foremost Amended Subdivision improvements recorded, Cochise County Recorder; beneficiary Nuri and Kalifah D. Muhammad Family

12/11/2007 – Foremost Amended Final Plat approved by Board of Supervisors

12/14/2007 – Foremost Amended Final Plat recorded, Book 15, pages 88, 88A, and 88B, Cochise County Recorder

4/12/2010 – The second Assurance Agreement expired

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12/14/2011 – Assurance Agreement Extension for subdivision improvements expired

2012 – Mr. Muhammad's first attempt to abandon the subdivision

2014 – Abandonment plat received and accepted by the County abandonment, but was postponed due to the parcels being in back taxes

2/2016 – Mr. Muhammad paid the back taxes and all of the parcels within the subdivision are now current

IV. NATURE OF REQUEST

After the housing market crash in 2008, Mr. Muhammad has been unable to locate financial support to develop the subdivision and would now like to abandon it. Mr. Muhammad's first attempt to abandon the subdivision was in 2012, but by the time the abandonment plat was received and accepted by the County in 2014, the parcels were in back taxes. It was then determined at a joint meeting with the Treasurer's office and the County Attorney's office that the abandonment could not move forward until the taxes were paid and current. In February of 2016, Mr. Muhammad paid the back taxes and all of the parcels within the subdivision are now current.

The original Foremost Subdivision was tentatively platted on October 13, 1999. The Board of Supervisors approved the Final Plat on November 27, 2001. In 2007, the original plat was amended, at which time it became known as Foremost Amended Subdivision. The Foremost Amended Subdivision was approved by the Board of Supervisors on December 11, 2007 as a standard subdivision and recorded on December 14, 2007. Foremost Amended Subdivision consists of 28 lots and includes four tracts as noted on the plat as tracts A, B, C, and D. The total area of the subdivision equals approximately 158.1 acres and is zoned RU-4 (Rural). Access to the subdivision is provided via US 191 to E. Birch Rd. and east to Atiya Dr., which provides public access to the interior of the subdivision. Apart from the 28 platted lots, tracts A, B, and C were to be dedicated as open space and altogether represent a total of 27.42-acres. Tract D was to be used as a private airstrip for the owner and his guests. The Planning and Zoning Commission approved a Special Use request for the airstrip as part of the original plat in 1999 (SU-99-09). The subdivision also includes several utility, access, and drainage easements.

The Foremost Amended Subdivision Final Plat was recorded with a required Assurance Agreement to ensure the completion of the subdivision improvements prior to the release of lots for sale. The final Assurance Agreement expired on December 14, 2011 without the completion of the improvements. To date no subdivision improvements have been completed and the Assurance Agreement is expired. No lots were sold and no new structures were built on any lot. The subdivision meets the abandonment criteria of Article 3, Section 308.C of the Cochise County Subdivision Regulations, which states:

“The Board of Supervisors may abandon a recorded final plat if required improvements have not been completed in a timely fashion or it is otherwise proposed for abandonment by the Planning Director.”

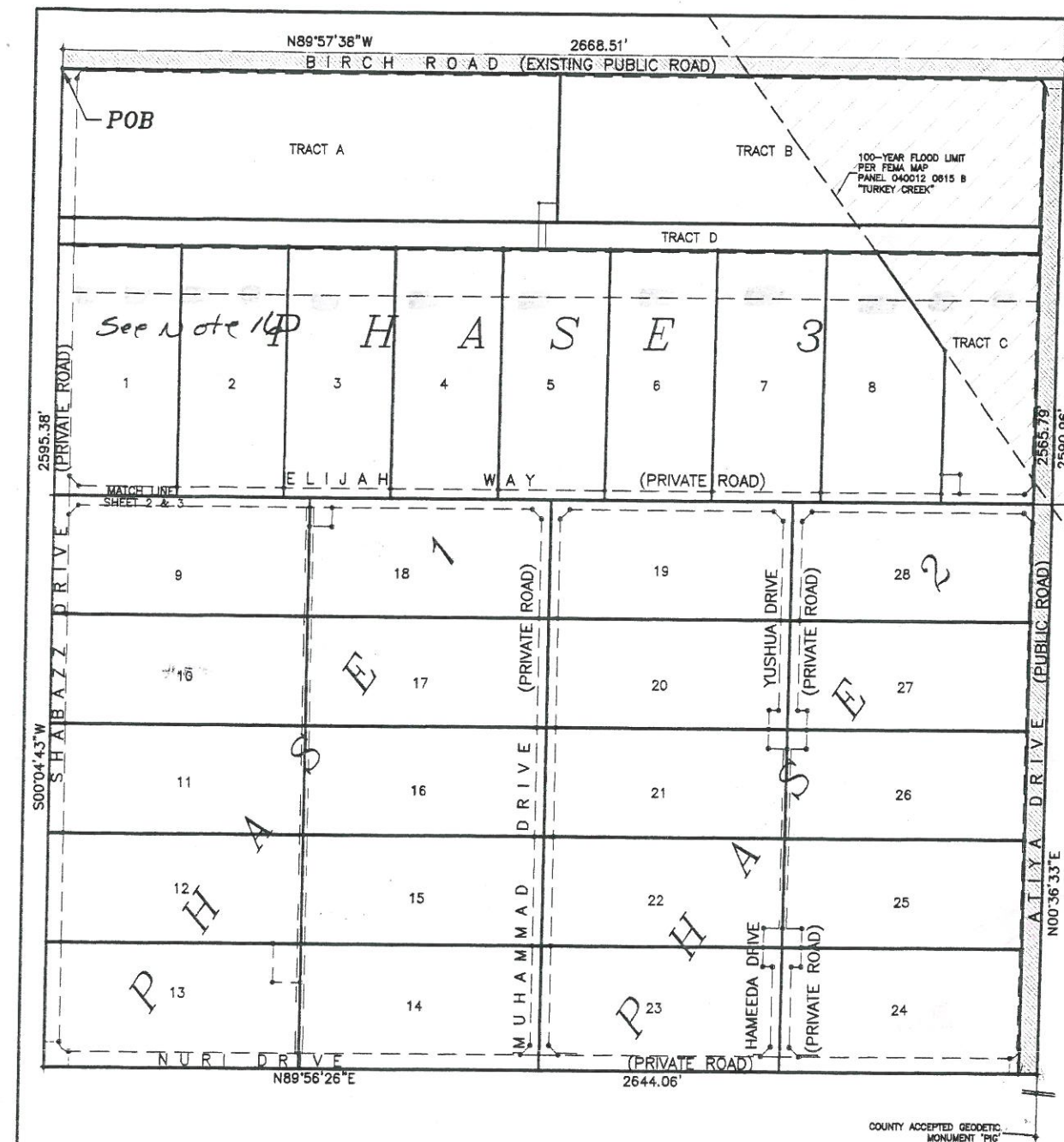
All Lot, Tract, and Open Space boundaries, including streets, ingress/egress, access and utility, non-vehicular access, drainage, and sight distance easements and/or rights-of-way as shown on sheet two of two of the Abandonment plat will be extinguished. Easements or rights-of-way for ingress/egress, public utilities, public right-of-way easements, and/or property interests separate from the Foremost Amended Subdivision plat, will not be abandoned. Per State statutes, after the plat has been abandoned, the property owner is entitled to again subdivide the property and sell no more than five parcels without subdivision review by the County.

V. RECOMMENDATION

The Planning Department recommends that the Board of Supervisors **Approve** the abandonment of Foremost Amended Subdivision Final Plat recorded in Book 15 of Maps pages 88, 88A, and 88B of the Cochise County Recorder and authorize the Chairman to sign the Abandonment Plat of Foremost Amended Subdivision and the Resolution.

ATTACHMENTS

- A. Subdivision Final Plat and Abandonment plat
- B. Resolution
- C. Assurance Agreement
- D. Assurance Agreement Extension



APPROVALS

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE COCHISE COUNTY BOARD OF SUPERVISORS ON THIS THE _____ DAY OF _____, 2007.

WE HEREBY ABANDON, PURSUANT TO SECTION 11-806.01 ARIZONA REVISED STATUTES, THAT PORTION OF FOREMOST SUBDIVISION WITHIN THE DISTINCTIVE BORDER OF THIS MAP, AS DEDICATED ON THE FOREMOST SUBDIVISION, LOTS 1 THRU 55 AND TRACTS A,B,C, AS RECORDED IN BOOK 14 AT PAGE 63 & 63A IN THE OFFICE OF THE RECORDER, COCHISE COUNTY, ARIZONA.

WE HEREBY ABANDON, PURSUANT TO SECTION 11-806.01 ARIZONA REVISED STATUTES, EASEMENTS FOR PUBLIC UTILITIES OVER THE PORTION OF SHABAZZ DRIVE, NURI DRIVE, NURI COURT, ELIJAH COURT, ELIJAH WAY, MUHAMMAD DRIVE, NORTH YUSHUA COURT, AND THE RUNWAY WITHIN THE DISTINCTIVE BORDER OF THIS MAP, ACQUIRED BY DEDICATION ON THE MAP OF FOREMOST SUBDIVISION, LOTS 1 THRU 55 AND TRACTS A,B,C, AS RECORDED IN BOOK 14 AT PAGE 63 & 63A IN THE OFFICE OF THE RECORDER, COCHISE COUNTY, ARIZONA.

WE HEREBY ABANDON, PURSUANT TO SECTION 11-806.01 ARIZONA REVISED STATUTES, THE PUBLIC RIGHT-OF-WAY OF ATIA DRIVE ALONG WITH THE ADJACENT EASEMENTS FOR PUBLIC UTILITIES ADJACENT TO THE EAST BOUNDARY LINE AND WITHIN THE DISTINCTIVE BORDER OF THIS MAP, AS DEDICATED ON THE FOREMOST SUBDIVISION, LOTS 1 THRU 55 AND TRACTS A, B, & C, AS RECORDED IN BOOK 14 AT PAGE 63 & 63A IN THE OFFICE OF THE RECORDER, COCHISE COUNTY, ARIZONA, FOR THE PURPOSE OF CORRECTING THE ALIGNMENT OF THE RIGHT-OF-WAY AS SHOWN HEREON.

BY: _____ DATE _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: _____ DATE _____
CLERK OF THE BOARD OF SUPERVISORS

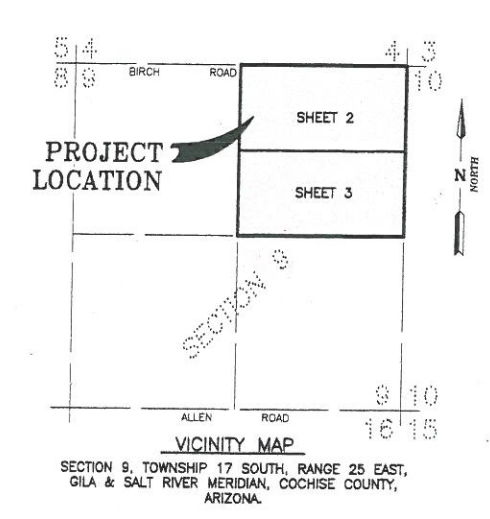
PLANNING DIRECTOR

COUNTY ENGINEER

COUNTY SANITARIAN

COUNTY ASSESSOR

- GENERAL NOTES**
1. THIS PLAT IS BEING RECORDED TO CORRECT THE SUBDIVISION BOUNDARY AND REVISE THE LOT LAYOUT WITHIN THE DEVELOPMENT. THIS PLAT ABANDONS THE INSTRUMENT WHICH IS RECORDED AS FOREMOST SUBDIVISION, LOTS 1 - 55, RECORDED IN BOOK 14 OF MAPS AND PLATS AT PAGE 63 & 63A IN THE OFFICE OF THE RECORDER, COCHISE COUNTY, ARIZONA.
 2. TOTAL GROSS AREA = 155.13 ACRES
 3. THE TOTAL NUMBER OF LOTS IS 28, PLUS 4 OPEN SPACE LOTS (TRACTS 'A','B','C','D')
 4. TRACTS A, B, AND C ARE DESIGNATED "OPEN SPACE" AREAS AND SHALL BE MAINTAINED AND HELD IN POSSESSION BY THE HOME OWNERS ASSOCIATION.
 5. TRACT D IS FOR THE USE OF THE OWNER AND HIS GUESTS AS A PRIVATE AIRSTRIP AND IS FOR TRAFFIC USE ONLY. MAINTENANCE AND POSSESSION SHALL REMAIN IN THE HOME OWNERS ASSOCIATION.
 6. THE PRIVATE ROADS, WELL SITES, INCLUDING EQUIPMENT, AND UTILITY EASEMENTS SHALL BE MAINTAINED AND HELD IN POSSESSION BY THE HOMEOWNERS ASSOCIATION.
 7. EXISTING ZONING IS RU-4 AND SHALL REMAIN.
 8. MINIMUM LOT SIZE IS 4 ACRES. NO FURTHER SUBDIVIDING OF LOTS IS PERMITTED.
 9. THE LENGTH OF ALL STREET IMPROVEMENTS IS 1.92 MILES.
 10. THIS SUBDIVISION HAS PRIVATE STREETS THAT ARE NOT MAINTAINED BY COCHISE COUNTY. THE COUNTY IS HELD HARMLESS FOR SAFETY AND VEHICLE DAMAGE FROM PRIVATE STREETS.
 11. THE MINIMUM FLOOR ELEVATION INCLUDING BASEMENTS SHALL BE 24 INCHES ABOVE THE HIGHEST NATURAL GROUND ELEVATION AT THE BUILDING PAD. NO BUILDING SHALL BE ORIENTED IN SUCH A WAY AS TO BLOCK THE NATURAL STORM WATER RUNOFF. ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE HYDROLOGY AND HYDRAULIC STUDY PREPARED FOR THIS SUBDIVISION AND ON FILE WITH THE COCHISE COUNTY HIGHWAY AND FLOODPLAIN DEPARTMENT.
 12. IT SHALL BE UNLAWFUL FOR ANY PERSON TO CHANGE THE LOCATION OR CHARACTER OF ANY WATER COURSE, CHANGE THE FLOW OF ANY SURFACE WATER, OR CONSTRUCT ANY STRUCTURE INCLUDING FENCES THAT MAY RETARD OR IMPEDE THE FLOW OF A DRAINAGE COURSE.
 13. ACCESS TO ALL LOTS WILL BE FROM PERIMETER AND INTERIOR PRIVATE ROADS. THERE WILL BE NO DIRECT ACCESS TO LOTS ALONG ATIA DRIVE.
 14. ANY RELOCATION MODIFICATION, ETC. OF EXISTING UTILITIES OR IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
 15. ALL EASEMENTS FOR PUBLIC UTILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE USE OF THESE EASEMENTS ARE FOR THE SOLE PURPOSE OF CONSTRUCTION, INSPECTION, REPAIR, REMOVAL, REPLACEMENT AND MAINTENANCE OF PUBLIC UTILITIES AT WILLY NO NON-UTILITY PROPERTY SHALL BE PLACED UPON, OVER OR UNDER THIS AREA EXCEPT FOR IMPROVEMENTS FOR DRIVEWAY AND LANDSCAPING PURPOSES WHICH WILL NOT INTERFERE WITH THE PRIMARY USE BY PUBLIC UTILITIES WHO SHALL NOT BE LIABLE FOR ANY DAMAGE TO IMPROVEMENTS PLACED UPON THIS EASEMENT DUE TO NECESSARY UTILITY OPERATIONS UNLESS REASONABLE CARE.
 16. LOTS 1 THROUGH 8 HAVE A MANDATORY BUILDING SETBACK AS SHOWN.
 17. ALL CONSTRUCTION, INCLUDING LANDSCAPING AND DRIVEWAYS WITHIN PUBLIC RIGHT-OF-WAYS SHALL REQUIRE A PERMIT AND APPROVAL OF DESIGN MATERIALS FROM THE COCHISE COUNTY HIGHWAY AND FLOOD PLAIN DEPARTMENT PRIOR TO COMMENCING CONSTRUCTION.
 18. FLOW LINES OF ROADSIDE GRADER DITCHES SHALL NOT BE OBSTRUCTED BY LANDSCAPING OR DRIVEWAYS.
 19. NO PIPE CULVERTS WILL BE ALLOWED FOR DRIVEWAYS WITHIN THE PUBLIC RIGHT-OF-WAY.
 20. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS ARE PROPOSED (SEPTIC TANK/LEACH FIELD). PRIOR TO BUILDING PERMIT ISSUANCE, INDIVIDUAL SITE INVESTIGATIONS AND SOILS EVALUATIONS WILL BE REQUIRED FOR ALL LOTS. SEPTIC SYSTEMS MUST MEET A MINIMUM ONE-HUNDRED (100) FOOT SETBACK FROM ALL WELLS AND FIFTY (50) FOOT FROM ALL LOT LINES. IF SEWAGE DISPOSAL SYSTEMS OTHER THAN CONVENTIONAL GRAVITY-FED SYSTEMS ARE REQUIRED, ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY DESIGN REVIEW AND CONSTRUCTION APPROVAL WILL BE REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE.
 21. WELL SHARES ARE PROPOSED FOR WATER SERVICE NOT MORE THAN 8 LOTS TO BE SERVED PER WELL. FOUR WELLS ARE PROPOSED.
 22. ALL LOT CORNERS AND BOUNDARY CORNERS FOR THE PROJECT WILL BE MONUMENTED WITH A #4 REBAR AND PLASTIC CAP MARKED LS 14181. ALL CENTERLINE INTERSECTIONS, CURVES AND CUL-DE-SAC RADIUS POINTS WILL BE MONUMENTED WITH A BRASS CAP SET IN CONCRETE.
 23. THE COUNTY HAS APPROVED THE HYDROLOGY AND HYDRAULIC STUDY AND THE BOARD OF SUPERVISORS HAS APPROVED THE SIGNAGE AND MARKING PLAN.
 24. DUST AND EROSION CONTROL MEASURES SHALL BE EMPLOYED DURING AND POST-CONSTRUCTION AND SHALL COMPLY WITH THE COCHISE COUNTY LAND CLEARING ORDINANCE.
 25. THE SUBDIVISION WILL BE PHASED IN 3 PHASES. PHASE 1 CONSISTS OF LOTS 9-18. PHASE 2 CONSISTS OF LOTS 19-28. PHASE 3 CONSISTS OF LOTS 1-8.
 26. ANY FENCES SHALL BE CONSTRUCTED ON ANY INTERNAL EASEMENT LINE OF EACH LOT.
 27. A CLEAR VISION EASEMENT IS RESERVED IN LOTS 1, 9, 14, 23 AND 24 FOR THE PURPOSE OF MAINTAINING SIGHT VISIBILITY AT THE INTERSECTIONS OF THE PRIVATE STREETS. NO OBSTRUCTIONS, INCLUDING SIGNS, FENCES, LANDSCAPE OR BRUSH, SHALL BE PLACED WITHIN THE LIMITS OF THE PRIVATE STREETS OR HIGHER THAN 30-INCHES WITHIN THE CLEAR VISION EASEMENT.
 28. THIS SUBDIVISION IS IN THE PEARCE/SUNSHINE FIRE DISTRICT AND DOES NOT PROVIDE FOR ON-SITE WATER SUPPLY FOR FIRE SUPPRESSION.



AMENDED FINAL PLAT
FOR
"FOREMOST" SUBDIVISION
LOTS 1-28 AND TRACTS A, B, C, D
LOCATED IN
THE NORTHEAST 1/4
OF SECTION 9, TOWNSHIP 17 SOUTH
RANGE 25 EAST, GILA & SALT RIVER MERIDIAN
COCHISE COUNTY, ARIZONA.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 25 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA.

COMMENCING AT THE NORTH MID-SECTION CORNER OF SECTION 9, AT A 3" BRASS CAP IN A HAND HOLE

THENCE N00°04'43"E A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BIRCH ROAD, POINT OF BEGINNING.

THENCE S88°57'38"E A DISTANCE OF 2592.79 FEET

THENCE 39.52 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°34'11" IN A SOUTHEASTERLY DIRECTION, WITH A RADIUS OF 25 FEET

THENCE S00°36'33"W A DISTANCE OF 2565.79 FEET

THENCE S88°56'26"W A DISTANCE OF 2594.06 FEET

THENCE N00°04'43"E A DISTANCE OF 2595.36 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARING

BEING N 89°57'38" W ALONG THE EAST SECTION LINE BETWEEN THE EAST 1/4 AND NORTHEAST SECTION CORNER OF SECTION 9 TOWNSHIP 17 SOUTH, RANGE 25 EAST, GILA & SALT RIVER MERIDIAN.

REFERENCE

A SURVEY PERFORMED BY HOWARD M. BROWN, RLS #23942 RECORDED IN BOOK 29 OF SURVEYS AT PAGE 41 IN THE OFFICE OF THE RECORDER, COCHISE COUNTY, ARIZONA.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, CONSISTING OF THREE (3) SHEETS, REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT THE PROPERTY CORNERS AND THE LEGAL DESCRIPTION SHOWN HEREON AND THAT SAID PROPERTY CORNERS AND LEGAL DESCRIPTION SHOWN HEREON DO CORRECTLY REPRESENT THE LAND BEING SUBDIVIDED.

KEVIN GILBERT R.L.S. No. 14181 _____ DATE _____

DEVELOPER
NURI MUHAMMAD
P.O. BOX 41388
LOS ANGELES, CA 90043
(213) 220-2903

OWNER
PIONEER TITLE AGENCY, INC.
AN ARIZONA CORPORATION
AS TRUSTEE UNDER
TRUST NUMBER 313438

Approved
BOS 12/11/07

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF COCHISE }
ON THIS _____ DAY OF _____, 2007, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED R. KEITH NEWLON, TRUST OFFICER, WHO IS PERSONALLY KNOWN, OR PROVED, TO ME AND ACKNOWLEDGED THAT AS THE AUTHORIZED AGENT EXECUTED HIS/HER SIGNATURE ON THIS INSTRUMENT.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

STATE OF ARIZONA } SS
COUNTY OF COCHISE }
ON THIS _____ DAY OF _____, 2007, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NURI MUHAMMAD, WHO IS PERSONALLY KNOWN, OR PROVED, TO ME AND ACKNOWLEDGED THAT AS THE BENEFICIARY EXECUTED HIS/HER SIGNATURE ON THIS INSTRUMENT.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

STATE OF ARIZONA } SS
COUNTY OF COCHISE }
ON THIS _____ DAY OF _____, 2007, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED KALIOAH D. MUHAMMAD, WHO IS PERSONALLY KNOWN, OR PROVED, TO ME AND ACKNOWLEDGED THAT AS THE BENEFICIARY EXECUTED HIS/HER SIGNATURE ON THIS INSTRUMENT.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

DEDICATION

WE, THE UNDERSIGNED OWNERS OF SAID LAND SHOWN ON THIS PLAT, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC AND COCHISE COUNTY ALL RIGHTS-OF-WAY LABELED PUBLIC, AS SHOWN HEREON FOR THE PURPOSES DESIGNATED BY THIS PLAT.

WE HEREBY DEDICATE AND CONVEY TO THE OWNERS AND ALL UTILITY COMPANIES THE EASEMENTS FOR THE PURPOSES DESIGNATED BY THIS PLAT FOR THE PRIVATE USE AND CONNIVANCE OF THE OWNERS OF THE PROPERTY WITHIN THIS SUBDIVISION.

FURTHERMORE, TRACTS A, B, C, & D AS SHOWN HEREON ARE FOR THE PURPOSES DESIGNATED BY THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONNIVANCE OF ALL OWNERS OF THE PROPERTY WITHIN THIS SUBDIVISION. TITLE TO THE LAND OF TRACTS A, B & C SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL TITLE TO THE LAND OF TRACTS 'A','B','C','D' AND 4 WELL SITES. SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNER'S AS ESTABLISHED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS IN FEE # _____ IN THE OFFICE OF THE COCHISE COUNTY RECORDER. THE PROPERTY OWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT THE RESPONSIBILITIES AND LIABILITIES FOR CONSTRUCTION, MAINTENANCE, OPERATION, CONTROL, AND SAFETY OF TRACTS 'A','B','C','D' AND 4 WELL SITES AS SHOWN HEREON.

PIONEER TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 313438.

R. KEITH NEWLON, TRUST OFFICER _____ DATE _____

NURI MUHAMMAD, TRUSTEE UNDER THE NURI MUHAMMAD AND KALIOAH D. MUHAMMAD FAMILY TRUST, DATED FEBRUARY 11, 1999, AS BENEFICIARY OF TRUST _____ DATE _____

KALIOAH D. MUHAMMAD, TRUSTEE UNDER THE NURI MUHAMMAD AND KALIOAH D. MUHAMMAD FAMILY TRUST, DATED FEBRUARY 11, 1999, AS BENEFICIARY OF TRUST _____ DATE _____

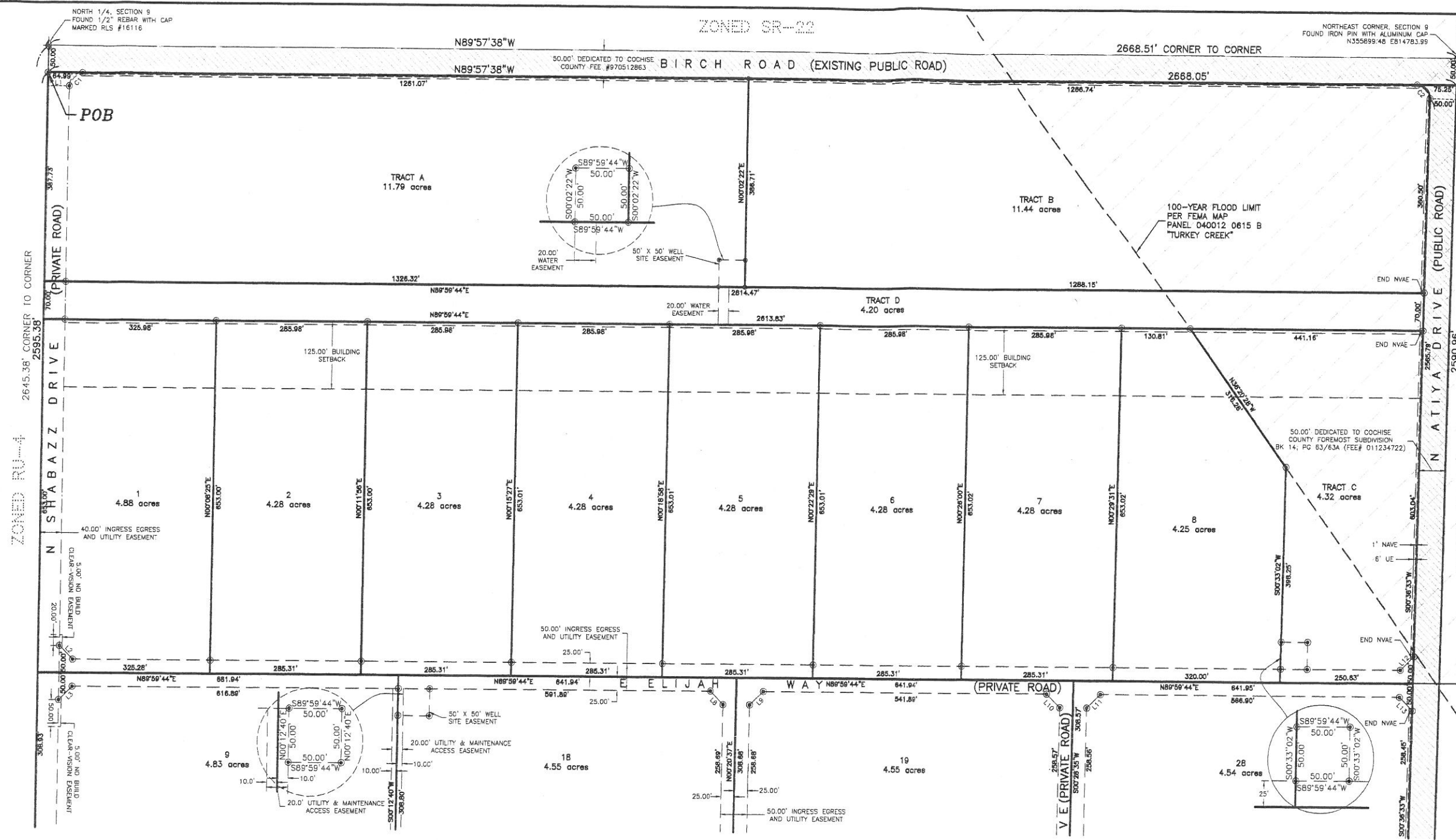
THIS PLAT CONSISTS OF THREE (3) SHEETS AND IS NOT CONSIDERED A COMPLETE PLAT WITHOUT ALL THREE SHEETS.

PREPARED BY:

BUCK LEWIS ENGINEERING, INC.
PLANNERS • ENGINEERS • CONSULTANTS
P.O. BOX 1375
SIERRA VISTA, ARIZONA 85638-1375
PHONE: (520) 459-1122
FAX: (520) 458-9246
EMAIL: postmaster@bucklevi.com

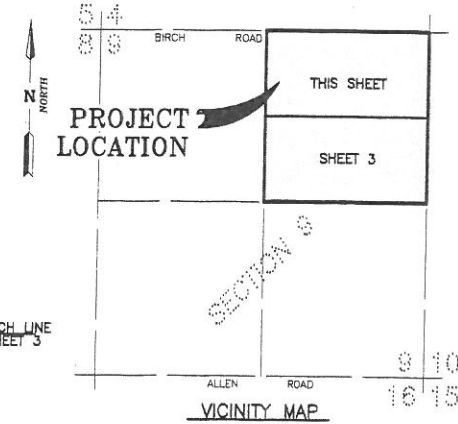
PREPARED FOR

NURI MUHAMMAD
P.O. BOX 41388
LOS ANGELES, CA 90043
(213) 220-2903



AMENDED FINAL PLAT
FOR
"FOREMOST" SUBDIVISION
LOTS 1-28 AND TRACTS A, B, C, D
LOCATED IN
THE NORTHEAST 1/4
OF SECTION 9, TOWNSHIP 17 SOUTH
RANGE 25 EAST, GILA & SALT RIVER MERIDIAN
COCHISE COUNTY, ARIZONA.

- LEGEND**
- 1' NVAE 1-FOOT NON-VEHICULAR ACCESS EASEMENT
 - 6' UE 6-FOOT UTILITY EASEMENT
 - SECTION CORNER - TYPE AS NOTED
 - SET 1/2" REBAR AND YELLOW PLASTIC CAP MARKED 141B1
 - PROPERTY LINE
 - LOT LINE
 - EASEMENT
 - PUBLIC RIGHT-OF-WAY
 - 100 YEAR FLOOD AREA

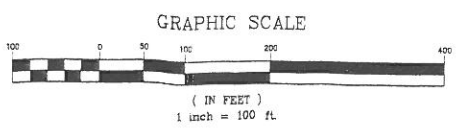


LINE TABLE

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N89°55'17"W | 40.00 |
| L2 | S44°52'48"E | 35.28 |
| L3 | N45°02'14"E | 35.38 |
| L4 | N89°55'17"W | 40.00 |
| L5 | S00°03'34"E | 40.00 |
| L6 | N44°56'26"E | 35.60 |
| L7 | N45°03'34"W | 35.11 |
| L8 | N44°49'48"W | 35.25 |
| L9 | S45°10'11"W | 35.46 |
| L10 | S44°45'50"E | 35.21 |
| L11 | N45°14'10"E | 35.50 |
| L12 | N45°16'09"E | 35.54 |
| L13 | S44°41'51"E | 35.17 |
| L14 | N44°42'09"E | 35.84 |
| L15 | N45°17'51"W | 34.88 |
| L16 | S00°03'34"E | 40.00 |
| L17 | N89°56'26"E | 24.25 |

CURVE TABLE

| NO. | RADIUS | DELTA | LENGTH | TANGENT |
|-----|--------|-----------|--------|---------|
| C1 | 25.00' | 89°57'39" | 39.23' | 24.98' |
| C2 | 25.00' | 90°34'11" | 39.52' | 25.25' |
| C3 | 25.00' | 89°19'53" | 38.98' | 24.71' |
| C4 | 25.00' | 90°08'17" | 39.33' | 25.08' |



PREPARED BY:

BUCK LEWIS ENGINEERING, INC.

PLANNERS • ENGINEERS • CONSULTANTS

P.O. BOX 1373
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FAX: (520) 458-9246
EMAIL: postmaster@bucklewis.com

4036 B LA LINDA HWY
SIERRA VISTA, ARIZONA 85635
FAX: (520) 458-9246

PREPARED FOR

NURI MUHAMMAD
P.O. BOX 41388
LOS ANGELES, CA 90043
(213) 220-2903

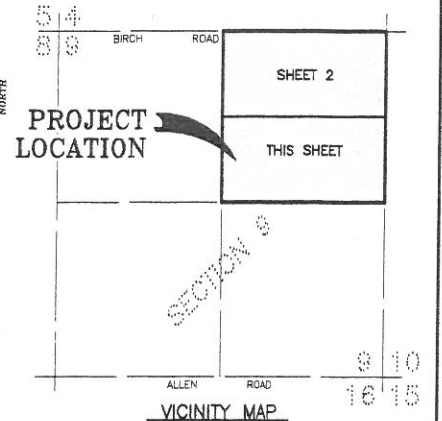
THIS PLAT CONSISTS OF THREE (3) SHEETS
AND IS NOT CONSIDERED A COMPLETE
PLAT WITHOUT ALL THREE SHEETS.

AMENDED FINAL PLAT
FOR
"FOREMOST" SUBDIVISION
LOTS 1-28 AND TRACTS A, B, C
LOCATED IN
THE NORTHEAST 1/4
OF SECTION 9, TOWNSHIP 17 SOUTH
RANGE 25 EAST, GILA & SALT RIVER MERIDIAN
COCHISE COUNTY, ARIZONA.

LEGEND

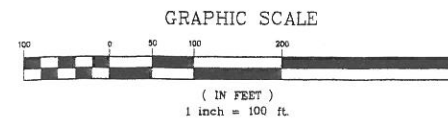
- 1" NVAE 1-FOOT NON-VEHICULAR ACCESS EASEMENT
- 6" UE 6-FOOT UTILITY EASEMENT
- SECTION CORNER - TYPE AS NOTED
- SET 1/2" REBAR AND YELLOW PLASTIC CAP MARKED 14181
- PROPERTY LINE
- LOT LINE
- EASEMENT
- PUBLIC RIGHT-OF-WAY
- 100 YEAR FLOOD AREA

SCALE: 1"=100'



| LINE TABLE | | |
|------------|-------------|----------|
| NO. | BEARING | DISTANCE |
| L1 | N89°55'17"W | 40.00 |
| L2 | S44°52'48"E | 35.28 |
| L3 | N45°02'14"E | 35.39 |
| L4 | N89°55'17"W | 40.00 |
| L5 | S00°03'34"E | 40.00 |
| L6 | N44°56'26"E | 35.60 |
| L7 | N45°03'34"W | 35.11 |
| L8 | N44°49'48"W | 35.25 |
| L9 | S45°10'11"W | 35.48 |
| L10 | S44°45'50"E | 35.21 |
| L11 | N45°14'10"E | 35.50 |
| L12 | N45°18'09"E | 35.54 |
| L13 | S44°41'51"E | 35.17 |
| L14 | N44°42'09"E | 35.84 |
| L15 | N45°17'51"W | 34.88 |
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| CURVE TABLE | | | |
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| C3 | 25.00' | 89°19'53" | 38.98 |
| C4 | 25.00' | 90°08'17" | 39.33 |



PREPARED BY:

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JOB#: 05-086

PREPARED FOR

NURI MUHAMMAD
P.O. BOX 41388
LOS ANGELES, CA 90043
(213) 220-2903

THIS PLAT CONSISTS OF THREE (3) SHEETS
AND IS NOT CONSIDERED A COMPLETE
PLAT WITHOUT ALL THREE SHEETS.

12143 ABANDONMENT PLAT FOR AMENDED FOREMOST SUBDIVISION, COCHISE CTY.

LEGEND:

- NORTH 1/4 CORNER
SECTION 9
FND. 5/8" IP W/ACP
IN HAND HOLE
MARKS UNREADABLE

N 00°02'16" W 2645.39'

S 89°49'27" W 2644.06'

CENTER 1/4 CORNER
SECTION 9
FND 1/2 " IP
RLS 16116

NORTHEAST CORNER
SECTION 9
FND. 5/8" IP W/ACF
IN HAND HOLE
MARKS UNREADABLE

| 50 FOOT PRIVATE ACCESS EASEMENT -- INCLUDED IN THE PROPOSED ABANDONMENT | 2590.96' | S 00°29'34" W | 2640.96' |
|---|----------|---------------|----------|
| ATIVA DRIVE | | | |

EAST 1/4 CORNER
SECTION 9
FND 2 1/2 " ACP
LS 13012



1. THIS PLAN ABANDONS THE SUBDIVISION KNOWN AS AMENDED FOREMOST SUBDIVISION AND RECORDED IN BOOK 15 OF MAPS AND PLATS AT PAGES 88 THROUGH 88B AS FILED IN THE OFFICE OF THE COCHISE COUNTY RECORDER.
2. ALL LOT, TRACT, AND PROPERTY LINES ARE HEREBY EXTINGUISHED.
3. ALL EASEMENTS, EXCLUDING RIGHTS-OF-WAY OR EASEMENTS IDENTIFIED IN NOTES 4, 5, AND 6 BELOW ARE HEREBY EXTINGUISHED.
4. BIRCH ROAD WAS SEPARATELY CONVEYED TO THE PUBLIC PER FEE # 970512663 AS FILED IN THE OFFICE OF THE COCHISE COUNTY RECORDER AND IS NOT AFFECTED BY THIS ACTION.
5. A 50' WIDE STRIP OF LAND WAS CONVEYED TO THE PUBLIC FOR ATYRA DRIVE IN FEE-INTEREST PER THE AMENDED FOREMOST SUBDIVISION. THE PUBLIC FEE INTEREST IS HEREBY EXTINGUISHED. THE ROADWAY RIGHTS OF INGRESS AND EGRESS FOR PUBLIC OR EMERGENCY USES, ALL PROPERTY OWNERS, THEIR ESTATE AND INHERITS AND PERSONS LAWFULLY CONDUCTING BUSINESS ON THE LAND ARE HEREBY RETAINED TO THE SAME EXTENT AS THE FORMER PUBLIC FEE-INTEREST.
6. RIGHTS-OF-WAY OR EASEMENTS FOR EXISTING PUBLIC UTILITIES SHALL CONTINUE AS THEY EXISTED PRIOR TO ABANDONMENT.
7. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AS PROVIDED BY CLIENT AND RECORDED IN BOOK 15 OF MAPS, PAGE 88 THROUGH 88B.
8. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
9. BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS PROJECT IS THE MONUMENT LINE OF BIRCH ROAD SAID BEARING BEING N 89° 55' 23" E, BETWEEN MONUMENTS AS SHOWN.
10. THIS SURVEY WAS PERFORMED BY CARLOS PADILLA, L.S. 46474.

THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 25 EAST, OF THE
GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY ARIZONA.
EXCEPT FOR THE NORTH FIFTY FEET THEREOF.

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, BEING KNOWN AND DESIGNATED AS FOLLOWS:
A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 25 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9;
THENCE SOUTH 00° 29' 34" WEST A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00° 29' 34" WEST A DISTANCE OF 2590.96 FEET TO A POINT;
THENCE SOUTH 89° 49' 27" WEST A DISTANCE OF 2644.06 FEET TO A POINT;
THENCE NORTH 00° 02' 16" WEST A DISTANCE OF 2595.39 FEET TO A POINT;
THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF BIRCH ROAD NORTH 89° 55' 23" EAST
A DISTANCE OF 2668.04 FEET TO THE TRUE POINT OF BEGINNING.

I, CARLOS PADILLA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER, 2012, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CARLOS PADILLA, RLS 46474 DATE

APPROVAL:

THE COCHISE COUNTY BOARD OF SUPERVISORS DOES HEREBY CERTIFY THAT THIS PLAT WAS APPROVED ON THE _____ DAY OF _____, 2016 PURSUANT TO RESOLUTION 16-_____.

BY _____ ATTEST _____
CHAIRMAN CLERK OF THE BOARD

RECORDING:

THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF COCHISE COUNTY ON THIS _____ DAY OF _____, 2016 IN BOOK _____ OF MAPS AND PLATS, PAGE _____

FEE # _____

-----COCHISE COUNTY RECORDER-----

A A *SURVEY ARIZONA*

5025 N. CENTRAL BOULEVARD, SUITE 272
PHOENIX, ARIZONA, 85012
PHONE: (602) 931-8293 SURVEYARIZONA@COX.NET
1830 EAST BROADWAY BOULEVARD, SUITE 124
TUCSON, ARIZONA, 85719
PHONE: (520) 203-7388 FAX: (520) 269-7852

DATE: 6/19/2014 - JOB No.12143 - SCALE: 1"=150'

RESOLUTION 16-

AUTHORIZING THE ABANDONMENT OF FOREMOST AMENDED SUBDIVISION, DOCKET S-99-01, AND TERMINATING THE ASSURANCE AGREEMENT

WHEREAS, A.R.S. § 11-806.01 grants the Board of Supervisors the authority to regulate subdivisions; and

WHEREAS, the Final Plat of Foremost Amended Subdivision, located approximately 2.5 miles east of the intersection of E. Birch Road and U.S. Highway 191 northeast of Sunsites, AZ, with a total of twenty eight lots and three tracts of opens space was approved in 2007, as Docket S-99-01, and recorded in Book 15 page 88, 88A, and 86B of maps and plats with the Cochise County Recorder; and

WHEREAS, Nuri Muhammad as the beneficiary of Trust No. 313438, which owns the parcel for the proposed Foremost Amended Subdivision, has requested abandonment of the Final Plat; and

WHEREAS, Mr. Muhammad has submitted an Abandonment Plat for the Foremost Amended Subdivision, set forth in attached Exhibit A; and

WHEREAS, the effect of the Abandonment of Plat will extinguish lot lines, common area boundaries and subdivision boundaries, and otherwise return the subject property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded; and

WHEREAS, in connection with the approval of the Final Plat, an Assurance Agreement was recorded on December 14, 2007, Fee No. 071239201 with the Office of the Cochise County Recorder between Cochise County and Pioneer Title Agency, Inc., as Trustee under Trust #313438, with beneficiaries Nuri Muhammad and Kalilah D. Muhammad; and

WHEREAS, the Assurance Agreement was extended pursuant an Extension of Assurance Agreement, recorded on October 04, 2010, Fee No. 2010-22815 with the Office of the Cochise County Recorder between Cochise County and Pioneer Title Agency, Inc., as Trustee under Trust # 313438, with beneficiary Nuri Muhammad, extending the deadline for the completion of subdivision improvements to December 14, 2011; and

WHEREAS, said improvements were not completed by the December 14, 2011 deadline; and

RESOLUTION 16-

**Re: Authorizing The Abandonment Of Foremost Amended Subdivision, Docket S-99-01,
And Terminating The Assurance Agreement**

Page 2

WHEREAS, Article 3, Section 308 of the Cochise County Subdivision Regulations provides for the abandonment of recorded final plats if required improvements have not been completed in a timely fashion, or where there have not been substantial sales and improvements in at least ten years, and it appears the subdivision will not be developed as originally intended; and

WHEREAS, given Mr. Muhammad's request to abandon the Final Plat, the Assurance Agreement would serve no further purpose,

NOW THEREFORE, IT IS HEREBY RESOLVED that we, the Board of Supervisors of Cochise County, do hereby grant the request for the abandonment of the final plat and authorize the recordation of the Abandonment Plat as described in Exhibit "A", and do hereby vacate and abandon said subdivision and private rights-of-way, in accordance with A.R.S. 11-806.01 and 28-7201 et seq.

IT IS FURTHER RESOLVED AND ORDERED, that the Assurance Agreement (including the extension thereof) is hereby terminated.

IT IS FURTHER RESOLVED AND ORDERED, that any and all rights-of-way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposals of abandonment thereof.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2016.

Richard Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:



Britt Hanson,
Chief Civil Deputy County Attorney

**COCHISE COUNTY
ASSURANCE AGREEMENT
FOR COMPLETION OF SUBDIVISION IMPROVEMENTS**

THIS AGREEMENT made and entered as of this 12th day of APRIL,
2007, between PIONEER TITLE AGENCY, INC.,
AN ARIZONA CORPORATION, as Trustee under Trust no. 313438,
hereinafter referred to as "Trustee", NURI MUHAMMAD AND KALIOAH D. MUHAMMAD, AS TRUSTEES OF*, as
*THE NURI AND KALIOAH D. MUHAMMAD FAMILY TRUST DATED FEBRUARY 11, 1999
Beneficiary(ies) of Trust no. 313438, hereinafter referred to as "Beneficiary", and
COCHISE COUNTY, Arizona, hereafter referred to as "County."

RECITALS :

1. Trustee is owner of a certain parcel of property located in Cochise County, Arizona, and described in paragraph 1 below.
2. Beneficiary has established Trust no. 313438 for the purpose of developing a subdivision of Cochise County and has conveyed legal title to the Trustee.
3. The parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provision of A.R.S. Section 11-806.01 and the Cochise County Subdivision Regulations.

AGREEMENT :

In consideration of the County approving a final plat for the property which is the subject matter of this Agreement, the parties mutually agree that:

1. **Property Description.** The property which is the subject matter of this agreement is described in that attached Exhibit "A" and recorded in Book 15, at Page(s) 38-39B of Maps and Plats on the 14th day of December, 2007 in the Office of the Cochise County Recorder.
2. **Assurances.** This Agreement is submitted as a means of assuring the completion of the subdivision improvements required by A.R.S. Section 11-806.01, the Cochise County Subdivision Regulations, all Plans and Specifications approved and on file with the County, and any special conditions, if applicable, on Exhibit "B" attached hereto and made a part hereof. These subdivision improvements include but are not limited to,

streets, alleys, sidewalks, curbs and gutters, sanitary sewer systems, water supply, lot staking and monuments, traffic and street signs, and drainage and flood control improvements, as applicable.

3. Conveyances and Transfers of Title. The Trustee shall not transfer title to, enter into contracts for sale of property, lease, or in any way convey, in whole or in part, any of the property described in paragraph 1 without obtaining prior written approval from the County, except as authorized in the Agreement. A Release of Assurances shall only be given by the County upon satisfactory completion as verified by County inspections of the required improvements.
4. Bulk Sales. Notwithstanding paragraph 3, the Trustee may sell or convey all of the property described in paragraph 1 in one transaction to a single successor to the beneficiary's interests, provided that such successor, prior to the conveyance, shall have entered into an appropriate agreement with the County to assure completion of the improvements, and the County has approved, in writing, the transfer.
5. Conveyance Out of Trust for the Purpose of Encumbrance; Condition on Other Interests. Notwithstanding paragraph 3, the Trustee may convey the property described in paragraph 1 to the Beneficiary of the Trust for the limited purposes of allowing any obligations secured by the Trust, other than those which are the subject of this Agreement with Cochise County, to be subordinated to subsequent loans for the purpose of constructing improvements on the subject land or to create security for additional loans for the purchase or improvement of this land. In such event, the property shall immediately thereafter be reconveyed to the Trustee. This Agreement shall be deemed to be a condition on and restriction on the rights and interests of any third party whose interest in the property arises after the date of this Agreement, however such interest is created, the same as if such party were included as a signatory of this Agreement.

6. Substitution of Assurances. Subdivider or Beneficiary may offer substitute assurances at any time during the term of this Agreement in accordance with the provisions of the Cochise County Subdivision Regulations. The Assurance shall be in a form and amount acceptable to the County, and shall to the extent applicable, partially or wholly replace the Assurances in this Agreement.
7. Completion of Improvements. The required improvements shall be completed by the Subdivider within three (3) years from the date of this Agreement. This date for completion of improvements may be extended by separate agreement of the parties where Subdivider or Beneficiary is prevented from completing the improvements by act of God, strike or similar event or circumstances beyond its control, or at the discretion of the County.
8. Inspection and Approval of Improvements. The Subdivider shall arrange for the inspection of all improvements required for this project, to ensure satisfactory completion. Satisfactory completion of all such improvements, in conformance with the required standards and specifications, shall be confirmed by a written statement, signed and sealed by the project engineer. Until these improvements have been satisfactorily completed, the County will not release the property
9. Payment of Applicable Property Taxes. The County shall not release, in whole or in part, any of the property described in paragraph 1 until all property and taxes and assessments due and owing on the subject property have been paid in full.
10. Partial Release of Assurances by Approved Phases. The County, in its discretion, and upon receipt of a written request from Trustee, may give the Trustee a Release of Assurances for a portion of the Lots by approved phases only created by the subdivision plat described in paragraph 1, provided that all of the improvements required in connection with such lots

have been satisfactorily completed and accepted, and provided further that the lots released and improvements associated with such lots can function independently on a permanent basis in the event the remaining portion of the subdivision is never developed.

11. Release of Assurances. Upon completion of all improvements required under this Agreement or upon receipt of acceptable substitute assurances replacing this Agreement, the County shall release the Assurances in this Agreement.
12. Failure to Complete Improvements. Trustee and Beneficiary hereby agree that in the event that the required improvements are not completed within the time period provided by paragraph 7, the County may replat that portion of the property described in paragraph 1 for which a release of assurances has not been given. The purpose of the new plat will be to abandon the subdivision and return the property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded. Prior to initiating any action to replat, the County shall provide Trustee and Beneficiary with thirty (30) days written notice of the intent to replat.

The County, by this Agreement, is expressly authorized to replat this property after the required notice has been provided. All expenses by the County, including legal costs if applicable, in executing a replat shall be paid for by Beneficiary, and shall, if unpaid, become a lien on the property.

13. Effect on Trust Agreement. Trustee and Beneficiary agree that any provision of Trust no. 313438 that is incompatible or inconsistent with this Agreement shall be null and void and not enforceable. The Trust shall not be revoked prior to a full Release of Assurances without prior written consent of Cochise County. Nor shall any amendment which would alter this Assurance Agreement be effective until the County has approved such amendment.

071239201

14. Incorporation or Annexation. In the event the property which is the subject matter of this Agreement is incorporated into or annexed by a city or town, the city or town shall automatically become the successor in interest to all of the County's rights and obligations under this Agreement.
15. Purpose of Agreement. The purpose and intent of this Agreement is to prohibit the sale of individual subdivision lots to the public prior to the completion of the subdivision improvements that are associated with such lots. The sale or conveyance of such lots without the necessary improvements is harmful to the public and places excessive burdens on the County. The terms and conditions of this Agreement shall be construed and interpreted as broadly as necessary to accomplish this purpose.



FEE # 071239201
OFFICIAL RECORDS
COCHISE COUNTY
DATE 12/14/07 HOUR 2
REQUEST OF
COCHISE COUNTY PLANNING DEPT
CHRISTINE RHODES-RECORDER
FEE : PAGES : 10

071239201

COCHISE COUNTY ASSURANCE AGREEMENT


6

IN WITNESS WHEREOF, the parties have executed this Assurance Agreement
this 11th day of December, 2007.

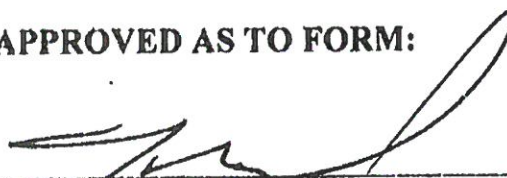
COCHISE COUNTY:


Chairman, Cochise County Board of Supervisors

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

TRUSTEE:

PIONEER TITLE AGENCY, INC.
(Title Company)
an Arizona corporation, as Trustee under
Trust no. 313438 only and not in its
capacity

By: 
Trust Officer, R. KEITH NEWLON
STATE OF ARIZONA)

) ss.

COUNTY OF COCHISE)

On this the 8th day of MAY, 2007, before me, the undersigned
officer, personally appeared R. KEITH NEWLON, who
acknowledged himself/herself to be the TRUST OFFICER of

071239201

COCHISE COUNTY ASSURANCE AGREEMENT'

2

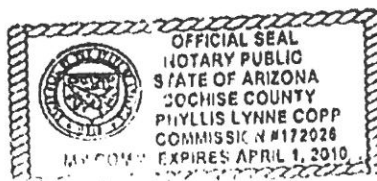
PIONEER TITLE AGENCY, INC., an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

Phyllis Lyons Corp
Notary Public

Notary Public

My Commission Expires:

**OWNER/BENEFICIARY**

THE NURI AND KALIQA H. MUHAMMAD FAMILY TRUST DATED FEBRUARY 11, 1999

signed in counterpart

signed in counterpart

Owner/Beneficiary
NURI MUHAMMAD, TRUSTEE

KALIQAH D. MUHAMMAD, TRUSTEE

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ as _____.

Notary Public

My Commission Expires:

071239201

COCHISE COUNTY ASSURANCE AGREEMENT

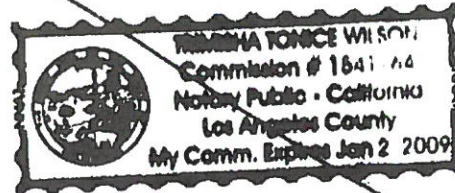
7

~~PIONEER TITLE AGENCY, INC., an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.~~

In witness whereof, I have hereunto set my hand and official seal.

~~Trimisha Tonice Wilson~~
Notary Public

My Commission Expires: 01/02/09



OWNER/BENEFICIARY

THE NURI AND KALIQAH D. MUHAMMAD FAMILY TRUST DATED FEBRUARY 11, 1999

~~Nuri Muhammad~~
Owner/Beneficiary
NURI MUHAMMAD, TRUSTEE

~~Kaliqah D. Muhammad~~
KALIQAH D. MUHAMMAD, TRUSTEE

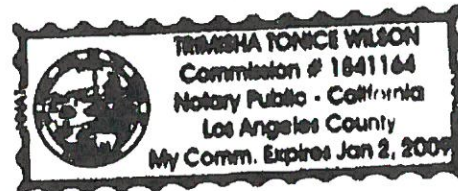
STATE OF California)

COUNTY OF Los Angeles) SS.

The foregoing instrument was acknowledged before me this 3rd day of May, 2007, by Trimisha Tonice Wilson as Notary Public, BY NURI MUHAMMAD A'D KALIQAH D. MUHAMMAD, AS CO-TRUSTEES OF THE NURI AND KALIQAH D. MUHAMMAD FAMILY TRUST DATED FEBRUARY 11, 1999

~~Trimisha Tonice Wilson~~
Notary Public

My Commission Expires: 01/02/09



071239201

EXHIBIT A

Legal Description Amended Final Plat for Foremost Subdivision

Lots 1 through 28 and Tracts A, B, C, D of the Foremost Subdivision, located in the north east quarter of Section 9, T17S, R25E of the G&SRB&M, Cochise County, Arizona.

071239201

Exhibit B -Subdivision Assurance Agreement

1. Phasing for lot releases as shown on the Final Plat. Lots will be released in full phases only in the chronological sequence depicted on the final plat.
2. All roads and related signs, including private roads and any necessary drainage improvements will be constructed in accordance with the improvement plans approved by the County Engineer. It is the responsibility of the applicant to obtain a right-of-way permit and schedule inspections at appropriate times throughout construction.
3. Prior to lot release in phase 1, receipt of a "Certificate to Operate" from ADEQ for the water system and wastewater treatment plant if such are used; and
4. Prior to lot release in phase 1, obtain a building permit and construct security measures for the pond to be inspected and approved by the County Planning Department if such is used.

071239201

**EXTENSION OF ASSURANCE AGREEMENT FOR COMPLETION OF
THE FOREMOST SUBDIVISION IMPROVEMENTS,
DOCKET NO. S-99-01.**

THIS EXTENSION AGREEMENT made and entered into as of this (day) 4th of (month) October, 2010, between PIONEER TITLE AGENCY, INC., an Arizona Corporation, as Trustee under Trust No. #313438, hereinafter referred to as "Trustee", and NURI MUHAMMAD, as Beneficiary of Trust No. #313438, hereinafter referred to as "Beneficiary", and COCHISE COUNTY, Arizona:

WHEREAS, an assurance agreement between Cochise County and Pioneer Title Agency, Inc, as Trustee under Trust #313438, Nuri Muhammad, was made for the completion of subdivision improvements for the Foremost Subdivision as recorded in Book 15 pp. 88-88B of maps and plats, in the Office of the Cochise County Recorder.

WHEREAS, Said agreement was recorded on December 14, 2007; Fee # 0712-39201 in the Office of the Cochise County Recorder;

WHEREAS, a final plat has been recorded for the Foremost Subdivision.

WHEREAS, the above Assurance Agreement provides that the developer may petition the County for an extension of the agreement beyond the three years given for completion of improvements.

WHEREAS, Pioneer Title Agency, Inc, as Trustee under Trust #313438, beneficiary Nuri Muhammad has requested an extension of time for completion of improvements;

WHEREAS, Cochise County believes that such an extension is justified.

NOW, THEREFORE IT IS HEREBY AGREED THAT:

COCHISE COUNTY


SEP 09 2010

PLANNING

The Assurance Agreement for Completion of Foremost Subdivision Improvements recorded on December 14, 2007, Fee # 0712-39201 is extended with a new expiration date of December 14, 2011, and the parties hereto agree to abide by the terms of such Assurance Agreement.

IN WITNESS WHEREOF, the parties have executed this extension of Assurance Agreement this 4th day of October, 2010.

COCHISE COUNTY:


James E. Vlahovich, Cochise County Planning Director


ATTEST:


Planning Manager

APPROVED AS TO FORM:


Deputy County Attorney

TRUSTEE:


Pioneer Title Agency, Inc
An Arizona Corporation, as Trustee under
Trust No. #313438 only and not in its capacity

BY:


Trust Officer

Print Name: R. Keith Newlon

STATE OF ARIZONA)

) ss.

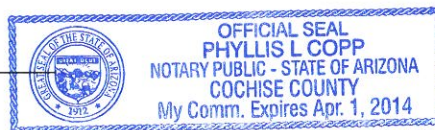
COUNTY OF COCHISE)

On this the 20th day of SEPTEMBER, 2010, before me, the undersigned Officer, personally appeared R. Keith Newlon, who

acknowledged him/herself to be the Trust Officer of Pioneer Title Agency, Inc., an Arizona corporation, and that he/she as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such Officer.

In witness whereof, I have hereunto set my hand and official seal.

Phyllis L. Copp
Notary Public



My Commission Expires:

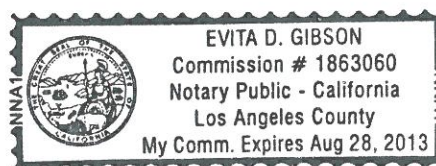
OWNER/BENEFICIARY:

Nuri Muhammad
Owner/Beneficiary

Print Name and Title: NURI MUHAMMAD OWNER

The foregoing instrument was acknowledged before me this 8th day of SEPTEMBER, 2010, by NURI MUHAMMAD as AN INDIVIDUAL.

Evita D. Gibson
Notary Public



My Commission Expires: AUG. 28, 2013

**Action 14.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 05/24/2016

Lease Agreement with Federal Aviation Administration

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Jay Howe

of PRESENTER:

TITLE Facilities Director

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve Memorandum of Agreement (MOA) DTFAWM-15-L-00126 to cooperate in the establishment, operation, and maintenance of systems for air traffic control at the Bisbee Douglas International Airport and Lease Agreement No. DTFAWN-16-L-00108 for Rack and Antenna Space beginning October 1, 2015 through September 30, 2035.

Background:

The parties already have an airport improvement grant agreement to air traffic operations and would like to cooperate with each other for technical installation and operation of air navigational aids.

Department's Next Steps (if approved):

Send two originals to the FAA and ask for one fully executed original to be returned to the Board Office.

Impact of NOT Approving/Alternatives:

The County will not have a MOA or Rack/Antenna space lease agreement with the FAA.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

FAA MOA and Antenna and rack space lease



U.S. Department
of Transportation
**Federal Aviation
Administration**

**Northwest Mountain Region
Western Logistics Service Area**

1601 Lind Avenue, S.W.
Renton, WA 98057

CERTIFIED MAIL-Return Receipt Requested

May 12, 2016

Mr. Jay Howe, Director
Cochise County Facilities Management
1415 Melody Lane
Building C
Bisbee, AZ 85603

Subject: FAA Memorandum of Agreement (MOA) – DTFAWM-15-L-00126/Antenna and
Rack Space Lease – DTFAWN-16-L-00108

Dear Mr. Howe:

Enclosed are two (2) copies of the above listed MOA and two (2) copies of the Antenna Rack Space Lease between the United States of America, Federal Aviation Administration, and Cochise County, a political subdivision of the State of Arizona.

Upon review, if the documents are acceptable as written, please have both sets of copies of the MOA and Antenna Rack Space Lease signed by the authorizing official, attach the most current Airport ALP, and return them to the FAA regional office for counter signature. Once finalized, a fully executed copy will be provided to you for your records.

Raul F. Ramos
Federal Aviation Administration
Real Estate and Utilities Group, ALO-820
1601 Lind Ave S.W.
Renton, WA 98057

If you have any further questions or concerns, feel free to contact Subsystem Technologies Inc., FAA contractor, Raul F. Ramos at 425-227-2481, by email at Raul.F-CTR.Ramos@faa.gov or me at 425-227-1465, by email at Bryana.Pugh@faa.gov. Thank you for your support of the FAA's mission.

Sincerely,

Bryana Pugh
Real Estate Contracting Officer
Enclosures

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

DTEAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT, 6940 N Air Terminal Rd, Douglas,
AZ 85607

This agreement is made and entered into by COCHISE COUNTY, a political subdivision of the state of Arizona, , and the owner of the BISBEE DOUGLAS INTERNATIONAL AIRPORT, hereinafter referred to as Airport, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the BISBEE DOUGLAS INTERNATIONAL AIRPORT.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 10/01/2015 and continuing through 9/30/2035. The parties can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as BISBEE DOUGLAS INTERNATIONAL AIRPORT, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. COCHISE COUNTY shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. COCHISE COUNTY shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. COCHISE COUNTY shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug- 02):

The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as BISBEE DOUGLAS INTERNATIONAL AIRPORT, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. COCHISE COUNTY agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. COCHISE COUNTY also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

COCHISE COUNTYBISBEE DOUGLAS INTERNATIONAL AIRPORT

AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603
Phone 520-432-9318

FEDERAL AVIATION ADMINISTRATION:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE AND UTILITIES GROUP, ALO-0820
1601 LIND AVE. SW.
RENTON, WA 98057

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease number DTFA08-99-L-19267; DTFA08-01-L-20890; AND DTA08-03-L-22502. Land Leases DTFA08-99-L-19267; DTFA08-01-L-20890; AND DTA08-03-L-22502 are hereby terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

COCHISE COUNTY

UNITED STATES OF AMERICA,

FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

ATTESTED BY:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Civil Deputy County Attorney

Date: March 10, 2016

List of Facilities

MEMORANDUM OF AGREEMENT

DTFAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT

| <u>NUMBER</u> | <u>FACILITY</u> | <u>R/W NUMBER</u> | <u>GSA CONTROL NUMBER</u> | <u>COMMENTS</u> |
|---------------|-----------------|-----------------------|-----------------------------------|--|
| 1 | DUG-VOR | | 04007 | COLLOCATED W/DUG-TACR & DUG-RCO; EQUIPMENT HOUSED IN DUG-NASEB; DUG-SX FOR BACKUP POWER; DUG-ELD FOR POWER |
| 2 | DUG-RCO | | 04008 | COLLOCATED W/DUG VOR-TACR; EQUIPMENT HOUSED IN DUG-NASEB |
| 3 | DUG-ASOS | | 04252 | |
| 4 | DUG-VASI | 17 | 04134 | DUG-ELD FOR POWER |
| 5 | DUG-TACR | | | COLLOCATED WITH DUG-VOR & DUG-RCO; EQUIPMENT HOUSED IN DUG-NASEB; DUG-SX FOR BACKUP POWER; DUG-ELD FOR POWER |

*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)
FAA Order JO 6850.2B, Visual Guidance Lighting Systems
FAA Order 6820.10, Siting Criteria for VOR, VOR/DME, and VORTAC
FAA Order 6560.20B, Siting Criteria for AWOS/ASOS
FAA Order 6310.6, Siting Handbook for Primary/Secondary Terminal Radar

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

DTFAWN- 15 - L - 00126

**BISBEE DOUGLAS INTERNATIONAL AIRPORT
6940 N Air Terminal Rd
Douglas, AZ 85607**

This agreement is made and entered into by COCHISE COUNTY, a political subdivision of the state of Arizona, and the owner of the BISBEE DOUGLAS INTERNATIONAL AIRPORT, hereinafter referred to as Airport, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

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A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as BISBEE DOUGLAS INTERNATIONAL AIRPORT, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. COCHISE COUNTY shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. COCHISE COUNTY shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. COCHISE COUNTY shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as BISBEE DOUGLAS INTERNATIONAL AIRPORT, shall be related to the FAA's activities in support of Air Traffic operations.

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The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. COCHISE COUNTY agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. COCHISE COUNTY also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

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9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

COCHISE COUNTY-BISBEE DOUGLAS INTERNATIONAL AIRPORT

AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603
Phone 520-432-9318

FEDERAL AVIATION ADMINISTRATION:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE AND UTILITIES GROUP, ALO-0820
1601 LIND AVE. SW.
RENTON, WA 98057

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease **number DTFA08-99-L-19267; DTFA08-01-L-20890; AND DTA08-03-L-22502**. Land Leases **DTFA08-99-L-19267; DTFA08-01-L-20890; AND DTA08-03-L-22502** are hereby terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

COCHISE COUNTY

UNITED STATES OF AMERICA,

FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

ATTESTED BY:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Civil Deputy County Attorney

Date: March 10, 2016

List of Facilities

MEMORANDUM OF AGREEMENT

DTFAWN- 15 - L - 00126

BISBEE DOUGLAS INTERNATIONAL AIRPORT

| <u>NUMBER</u> | <u>FACILITY</u> | <u>R/W NUMBER</u> | <u>GSA CONTROL NUMBER</u> | <u>COMMENTS</u> |
|---------------|-----------------|-----------------------|-----------------------------------|--|
| 1 | DUG-VOR | | 04007 | COLLOCATED W/DUG-TACR & DUG-RCO; EQUIPMENT HOUSED IN DUG-NASEB; DUG-SX FOR BACKUP POWER; DUG-ELD FOR POWER |
| 2 | DUG-RCO | | 04008 | COLLOCATED W/DUG VOR-TACR; EQUIPMENT HOUSED IN DUG-NASEB |
| 3 | DUG-ASOS | | 04252 | |
| 4 | DUG-VASI | 17 | 04134 | DUG-ELD FOR POWER |
| 5 | DUG-TACR | | | COLLOCATED WITH DUG-VOR & DUG-RCO; EQUIPMENT HOUSED IN DUG-NASEB; DUG-SX FOR BACKUP POWER; DUG-ELD FOR POWER |
| | | | | |

*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)
FAA Order JO 6850.2B, Visual Guidance Lighting Systems
FAA Order 6820.10, Siting Criteria for VOR, VOR/DME, and VORTAC
FAA Order 6560.20B, Siting Criteria for AWOS/ASOS
FAA Order 6310.6, Siting Handbook for Primary/Secondary Terminal Radar

ANTENNA AND RACK SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

**COCHISE COUNTY,
A political subdivision of the State of Arizona**

**Lease No. DTFAWN-16-L-00108
DUG, ASOS ACU
Douglas, AZ**

This lease is entered into by and between COCHISE COUNTY, a political subdivision of the State of Arizona, and the owner of the BISBEE DOUGLAS INTERNATIONAL AIRPORT whose address is Airport Manager, 1415 Melody Lane, BLDG C, Bisbee, Arizona 85603 is hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

WITNESSETH: The parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. DESCRIPTION (10/96) - The Lessor hereby leases to the GOVERNMENT the following described premises which shall be related to the FAA's activities in support of Air Traffic operations

Utilized for the Automated Surface Observing System (ASOS)

RACK SPACE:

The Acquisition Control Unit (ACU) located in the ASOS portion of the Equipment Room (10'6" X 8'4") within the Terminal Building.

ANTENNA SPACE:

An UHF Radio Antenna and a Ground to Air (GTA) Antenna located on the top of the Terminal Building located at BISBEE DOUGLAS INTERNATIONAL Airport, Bisbee, Arizona.

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

2. **TERM (8/02)** - To have and to hold, for the term commencing on 10/01/2015 and continuing through 09/30/2035 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. **CANCELLATION (8/02)** - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
4. **CONSIDERATION (NO COST) (AUG-02)**: The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.
5. **HOLDOVER (7/14)** – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.
6. **NON-RESTORATION (10/96)** - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
7. **SERVICES AND UTILITIES (To be provided by Lessor as part of rent.) (10/08)**
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
 - A. ELECTRICITY
 - B. SNOW REMOVAL
 - C. GROUND MAINTENANCE
 - D. OTHER SERVICES
8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

9. ELECTRICAL SAFETY (01/16) - The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:
- A. 29 CFR 1910, Subpart S, *Electrical*
 - B. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
 - C. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
 - D. National Fire Protection Association (NFPA) 70, *National Electrical Code*
 - E. NFPA 70E, *Electrical Safety in the Workplace*
 - F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
 - G. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

The Lessor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment would require a review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols* and requirements ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

10. MAINTENANCE OF THE PREMISES (01/16) - The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.
11. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

12. CONTRACT DISPUTES (11/03) - All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

13. INTERFERENCE (10/08) - Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.
14. HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

15. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.

- A. ANTI-KICKBACK (7/14)
- B. ASSIGNMENT OF CLAIMS (10/96)
- C. CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
- D. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- E. CONTRACTOR IDENTIFICATION NUMBER - "DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
- F. COVENANT AGAINST CONTINGENT FEES (8/02)
- G. DEFAULT BY LESSOR (10/96)
- H. EXAMINATION OF RECORDS (8/02)
- I. INSPECTION (10/96)
- J. LESSOR'S SUCCESSORS (10/96)
- K. NO WAIVER (10/96)
- L. OFFICIALS NOT TO BENEFIT (10/96)
- M. PAYMENT BY ELECTRONIC FUND TRANSFER (1/13)
- N. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (7/14)
- O. SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

16. NOTICES: All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO THE LESSOR:

COCHISE COUNTY
AIRPORT MANAGER
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603

Phone: 520-432-9730

TO THE GOVERNMENT:

FEDERAL AVIATION ADMINISTRATION
REAL ESTATE & UTILITIES GROUP, ALO-820
1601 LIND AVE. SW
RENTON, WA 98057

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

IN WITNESS WHEREOF, the parties hereto have signed their names.

COCHISE COUNTY, A political subdivision of the State of Arizona

| | | | |
|----|-----------|----------------|-------|
| BY | _____ | Board Chairman | _____ |
| | Signature | Title | Date |

ATTEST:

| | |
|---|-------------|
| By: _____ | Date: _____ |
| <u>Arlethe Rios, Clerk of the Board</u> | |

APPROVE AS TO FORM:

| | |
|-------------------------------------|-------------|
| By: _____ | Date: _____ |
| <u>Civil Deputy County Attorney</u> | |

UNITED STATES OF AMERICA

| | | | |
|----|-----------|------------------------------------|-------|
| BY | _____ | Real Estate Contracting Officer | _____ |
| | Signature | Title | Date |

ANTENNA AND RACK SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

**COCHISE COUNTY,
A political subdivision of the State of Arizona**

**Lease No. DTFAWN-16-L-00108
DUG, ASOS ACU
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ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

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ANTENNA AND RACK SPACE LEASE

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FEDERAL AVIATION ADMINISTRATION
REAL ESTATE & UTILITIES GROUP, ALO-820
1601 LIND AVE. SW
RENTON, WA 98057

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

IN WITNESS WHEREOF, the parties hereto have signed their names.

COCHISE COUNTY, A political subdivision of the State of Arizona

| | | |
|-----------------|----------------------|------------|
| BY _____ | Board Chairman _____ | |
| Signature _____ | Title _____ | Date _____ |

ATTEST:

| | |
|---|-------------|
| By: _____ | Date: _____ |
| <u>Arlethe Rios, Clerk of the Board</u> | |

APPROVE AS TO FORM:

| | |
|-------------------------------------|-------------|
| By: _____ | Date: _____ |
| <u>Civil Deputy County Attorney</u> | |

UNITED STATES OF AMERICA

| | | |
|-----------------|--|------------|
| BY _____ | Real Estate Contracting Officer _____ | |
| Signature _____ | Title _____ | Date _____ |